

Quote Submission Instructions and Evaluation Criteria

For

CIO Modernization and Enterprise Transformation (COMET) Architecture, Engineering, and Advisory Support

RFQ Number: ID16190003

**Task Order Request for Quote in support of:
GSA Chief Information Officer
Office of Acquisition IT Services**

**Issued by:
General Services Administration
Region 5, FAS Contracting Division
Federal Acquisition Service, Region 5
230 South Dearborn Street, Chicago, IL 60604**

**NAICS 541512 – Computer Systems Design Services
Product Service Code – D399 Other IT and Telecommunications**

**This is an 8(a) STARS II, Constellation 2 set-aside
Offerors who do not have a current 8(a) STARS II contract or the
following certifications will not be eligible for award**

**ISO 9001:2000
ISO 9001:2008
CMMI Level II (or higher) – DEV
CMMI Level II (or higher) – SVC**

RESTRICTION NOTICE

**Due to Organizational Conflict of Interest concern, the vendor which is awarded a
contract resulting from this solicitation will not be eligible to participate in any other GSA
COMET procurement actions either as a prime or sub-contractor.**

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Quote Submission Instructions and Evaluation Criteria

1. Introduction

- This procurement is being conducted using the procedures of FAR Subpart 16 Indefinite Delivery Contracts.
- This is an 8(a) STARS II, Constellation 2 set-aside. Quotes that do not indicate that the offeror has the following certifications will be considered non-responsive to this solicitation and the quote will not be further considered and the offeror not eligible for award.
 - ISO 9001:2000
 - ISO 9001:2008
 - CMMI Level II (or higher) – DEV
 - CMMI Level II (or higher) – SVC
- This procurement is for CIO Modernization and Enterprise Transformation (COMET): Architecture, Engineering, and Advisory Support. Specific performance areas, requirements, and conditions for performance are set forth in the attached PWS (Performance Work Statement).
- The requiring activity is the GSA Chief Information Officer Office of Acquisition IT Services.
- This solicitation will result in an award of a task order under the offeror's GSA 8(a) STARS II contract. The terms and conditions of that contract will apply to the task order.
- The government proposes to award one fixed rate Labor Hour task order for this requirement.
- The offeror shall include price support for each Task Order CLIN based on the rates in their 8(a) STARS II contract.
- This is a negotiated procurement.
- Quotes that fail to comply with the requirements of these instructions may receive an unfavorable evaluation.
- The anticipated period of performance is as follows.
 - Base Period: June 1, 2019 to May 31, 2020
 - Option Year 1: June 1, 2020 to May 31, 2021
 - Option Year 2: June 1, 2021 to May 31, 2022
 - Option Year 3: June 1, 2022 to May 31, 2023
 - Option Year 4: June 1, 2023 to May 31, 2024

Note: The government is under no obligation to exercise the option years
- In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful quotes.

2. Definitions and Acronyms

- GSA – the U.S. General Services Administration
- GWAC – Government-wide Acquisition Contract. Indefinite delivery-Indefinite quantity contracts issued by GSA for the purchase of information technology. 8(a) STARS II is a GWAC.
- PWS – Performance Work Statement

- SAM – System for Award Management. All vendors which to do business with the government must register in this system at <http://www.sam.gov>.

3. Quote Preparation - General Instructions

The Government is soliciting a quotation in two segments. The first segment is to be written and shall address Evaluation Factor 1, which includes past performance relevance, and price. The second segment is to be presented orally and shall address evaluation Factor 2. The offeror's quote must include all information requested and must be submitted in accordance with the following instructions.

NOTE: Although not part of the written segment, a copy of the oral presentation slides must be submitted along with the written segment.

The following instructions apply to both the written and the oral portions of the offeror's quote.

Ability to Perform

The quote shall demonstrate the offeror's ability to perform the functions and meet the needs and stated requirements of the Government as set forth in the PWS (Performance Work Statement) and any associated, accompanying, or referenced laws, regulation, provisions or documents.

Accurate and True Statements

All information presented in the quote shall be accurate and true according to the offeror's best belief. The penalty for making false statements in quotes is prescribed in 18 U.S.C. 1001.

Assumptions

The quote shall clearly state in a separate section all or any assumptions, conditions of engagement, or exceptions to the solicitation made by the offeror. If not noted, the government will presume that there are none and that the offeror agrees with all of the terms, conditions and requirements of the solicitation. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the offeror's quote.

Elaborations

Elaborate brochures, documentation, binding, detailed artwork, or other embellishments are unnecessary and not desired.

Extraneous Material

The quote shall not include, by reference, any extraneous material. The quote shall not mention or reference external material (material not included in the quote) that would not be easily understood by a general practitioner in the field of expertise related to this requirement.

Quote Clarity

The quote shall be clear and concise. All claims and capabilities shall be substantiated by references, documented experience, and/or examples. The quote should not simply re-phrase or re-state the Government's PWS and performance objectives. The quote must show how the offeror intends to meet the government's requirement.

Quote Retention

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful Quotes.

Quote Validation Period

The quote shall be valid for a period of **120 days** from the required submission date. The offeror shall make a clear statement that the quote is valid until that date.

Restrictive Markings

Offerors who include in their quotes data they do not want disclosed to the public for any purpose or used by the Government except for evaluation purposes, shall mark the title page with the following legend:

"This quote includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed--in whole or in part--for any purpose other than to evaluate this proposal or quote. If, however, a TO is awarded to this offeror as a result of--or in connection with--the submission of this data, and the Government incorporates the quote as part of the award, the Government shall have the right to duplicate, use, or disclose the data. Also, this restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets (insert numbers or other identification of sheets)"; and mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quote."

The Government assumes no liability for disclosure or use of unmarked data and may use or disclose the data for any purpose. Unless restricted, information submitted in response to this request may become subject to disclosure to the public pursuant to the provisions of the Freedom of Information Act (5 U.S.C. 551).

SAM Registration

Confirm System for Award Management Registration (SAM) The Contractor must be registered in the SAM to receive an award in response to this solicitation. Vendors may register at <http://www.sam.gov>.

Section 508 Compliance

Confirm compliance with Section 508 of the Rehabilitation Act of 1973. All services and/or products provided in response to this solicitation shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194).

Security Classification

The quote shall be unclassified.

4. Written Quote- Specific Instructions

The following instructions apply to the written portion of the offeror's quote, only.

Cover Page

The cover or introductory page or pages of the quote shall contain, at a minimum –

- (1) offeror's name
- (2) offeror's contact information
- (3) project title
- (4) solicitation number
- (5) date of quote
- (6) date of quote expiration
- (7) offeror's DUNS number, and
- (8) offeror's FSS contract number.

Government-wide Acquisition Contract (GWAC) Cross Reference

Cross reference the quote with the applicable 8(a) STARS II contract. Provide the contract number, expiration date, and reference to, or pages from, the 8(a) STARS II contract that cross reference the items/labor categories that you propose for use under this contract. Any products, services, or labor hours offered that are not on 8(a) STARS II contract shall be identified.

Electronic Submission

Quote shall be submitted electronically, as described in the quote submission instructions, below.

Quote Contents

The quote shall, as a minimum, be presented in two parts. Part 1 shall include all pertinent information that demonstrates the offeror's ability to perform and meet the objectives in the PWS. Part 2 shall contain the offeror's price quote. Offerors are expected to examine and respond to this entire solicitation document. Failure to do so will be at the offeror's own risk.

NOTE: An outline of quote contents is presented below; however, it is important that the offeror address the requirements set forth in the Evaluation of Quotes (Section 14, below), since the Government's evaluation results will be based on

the offerors' responses to those specific criteria. An offeror will be considered to have not met a requirement of this solicitation if that requirement is not addressed in the quote.

Part 1 – Understanding the Requirement (Knowledge and Capability)

Part 1 should include

- (1) A brief introductory statement or executive summary of the quote contents, if the offeror so chooses.
- (2) Information that demonstrates the offeror has knowledge and familiarity with the government's requirements.
- (3) Identification of proposed key personnel.
- (4) Information that demonstrates that the offeror has a solution that will meet the requirements in the PWS.
- (5) Any other pertinent information to support the technical portion.
- (6) Information about three current or past projects (those completed no more than three years ago) that are or have been performed by the corporate entity proposing to perform this work. The projects should be similar in size, scope, and complexity to the requirement described in this solicitation. The information shall include --
 - (a) The Project name
 - (b) A brief description of the project, with sufficient detail to demonstrate its relevance to the this requirement
 - (c) A description of any significant problems or challenges and how they were overcome.
 - (c) The contract number
 - (d) The contract period of performance (award date and completion date) and period of contractor involvement if different than the period of contract performance.
 - (e) The name of the client

NOTE: If any proposed subcontractor will perform more that 20% of the work, include for that subcontractor information about one current or past project (completed not more than two years ago). The subcontractor submission requirements are the same as those required of the offeror.

Part 2 – Price Quote

Part 2 should include the following --

- (1) Offered Prices and Discounts - Offerors shall enter their labor rates and any offered discounts in the columns indicated on the attached Schedule of Items and Prices (**ID16190003 SIP 2019-04-01.xlsx**). Offerors should submit fully responsive price quotes providing their most advantageous offer to the government. Prices shall include all costs to perform the work described in the PWS. .

NOTE: The CLIN (Contract Line Item Number) structure (labor categories and labor hours) in the attached Schedule of Items

and Prices are those suggested by the Government. If, after examining the Performance Work Statement, the offeror determines that a different CLIN structure would better enable successful execution of this requirement, those differences may be proposed. The offeror shall provide a clear explanation of and rationale for any differences between the Government's suggested and offeror's proposed CLIN structure.

- (2) **8(a) STARS II Contract Pricing** – For this order, all rates, prices and pricing terms will be governed and must be supported by those set forth in the applicable 8(a) STARS II contract. The quote shall reflect the total estimated ceiling price to deliver the requirements. Quote pricing, whether labor category rates or a total solution price, shall be supported with back up information based on the offeror's 8(a) STARS II contract rates. Quotes shall include all assumptions made by the offeror in arriving at the proposed price. Discounts from contract rates are encouraged. Any offered discounts shall be clearly indicated.
- (2) **Types of Pricing Used in this Order** – The Government contemplates awarding one Labor Hour task order resulting from this solicitation. Other offered pricing arrangements may be considered if it is determined that their use is in the best interest of the Government. No travel costs are anticipated in connection with this requirement.

NOTE: Although not part of the written segment, a copy of the oral presentation slides must be submitted along with the written segment.

Quote Format and Restrictions

Submission Format

- (1) The quote shall be prepared and submitted in electronic format. All word processing documents/files shall be written in Microsoft Word format with all external objects embedded (not linked) OR in portable document format (.pdf). All spreadsheet documents/files shall be written in Microsoft Excel format. *[Note: This stipulation is for compatibility with government software and is not an endorsement of Adobe Systems, Inc. or Microsoft Corporation or their respective products.]*
- (2) Multimedia files will not be accepted, e.g., QuickTime or Windows Media Player, RealPlayer, etc.
- (3) The offeror is not required to submit hard copies of the quote or any attachments.

Page Formatting

Each page shall conform to the following:

- (1) **Page Margin.** No less than ¾" on top, bottom, and sides
- (2) **Font.** No smaller than 11 point Arial or 12 point Times New Roman.

- (3) **Spacing.** No less than single spacing.

Page Limitations

- (1) The government has limited the size of quotes to reduce burden on the evaluation team. These limitations are set forth in the Quote Page Limitations Table, below. The government reserves the right to not read or include in the evaluation any pages that exceed the limit. These limitations apply to both electronic versions and/or hard copy (if requested) of the quote.
- (2) A page is defined as follows: Printing on one side of a standard letter size 8.5 x 11 inch sheet of paper or "letter size" electronic page. If text is printed on both sides of a hard copy sheet of paper it is considered to be two pages. Fold-out hard copy or "legal size" electronic sheets may be substituted for "letter size" sheets provided they are used for charts and diagrams, only.

Quote Page Limitations

Section Name	Maximum Pages
Part 1 – Understanding the Requirement	14 pages
Part 2 - Past Performance	Two pages per referenced project and should be no more than a total of six pages for the prime offeror and two pages for each principal subcontractor.
Part 3 - Price Quote	No page limit

Page Limitation Exceptions

The page limitations do not include the following:

- (1) Front Cover Page and Back Cover Page, provided no quote information appears other than the offeror's name and other company identifying information, offeror's contact information, project title, solicitation number, date of preparation, and company logos
- (2) Section Tab/Separator Pages, provided no quote information appears on the page other than Section Name/Number
- (3) Contents Outline
- (4) List of Tables
- (5) List of Figures
- (6) Pages intentionally left blank
- (7) Any required safety or security forms
- (8) Individual employees' resumes or curriculums vitae (CVs)
- (9) COI Certification (if applicable)

Modifications to the Quote

Should it be necessary to make revisions and/or updates to a quote, the electronic version shall be re-submitted in its entirety with the corrections noted. Revisions and/or updates to hard copy versions may be made by submitting, as a minimum, the full page on which the revision or correction is made. Revisions can be made up until the deadline for quote submission.

Quote Submission

Submission of Quote

This requirement is being solicited and **offerors shall submit quotes electronically in the GSA eBuy portal.** Quotes must be received by the date and time specified in the solicitation (ITSS or eBuy RFQ page) to be considered. Quotes received after the date and time specified will be rejected without further review.

ITSS Registration Requirement

This requirement will be awarded, and administered through the GSA Information Technology Solution Shop (ITSS) procurement portal under the solicitation number noted above. **Offerors must be registered in the ITSS system to be considered for award. If your company is not registered in the ITSS system, it is highly recommended you complete your registration prior to the due date for Government receipt of quotations to ensure timely processing of your response.** Instructions for registering are provided on the web site (<https://portal.fas.gsa.gov/group/aasbs-portal/itss-home>), lower left hand corner of the web page. Phone technical support for ITSS is available by calling toll free 877 / 243-2889 and following the prompts (currently press #2 for registration).

ITSS Attachment Restrictions

Quotations must conform to formats compatible with Microsoft Office software (i.e., MS Word, MS Excel, etc) with all external objects embedded (not linked) or Portable Document Format (.pdf). *[Note: This stipulation is for compatibility with government software, only, and is not an endorsement of Microsoft Corporation, Adobe Systems, Inc., or other manufactures of compatible software or of their products.]* Multimedia files will not be accepted, e.g., QuickTime or Windows Media Player, RealPlayer, etc. GSA electronic systems will accept documents up to 2MB in size, each; although, larger documents may be accepted. The number of documents is not restricted.

5. Oral Quote- Specific Instructions

The following instructions apply to the oral portion of the offeror's quote, only.

Each offeror shall make an oral proposal presentation that addresses evaluation Factor 2 - Technical and Management Approach. The content of the oral presentation should demonstrate the offeror's ability to formulate and execute a technical and management

approach that will successfully accomplish the work described in the Performance Work Statement. Following the offeror's presentation the participants may be required to participate in a question and answer (Q&A) session. The Government, at its sole discretion, may record in either audio and/or video the presentation. The offeror may not record any of the oral presentation proceeds.

Presentation Attendance

The offeror shall identify the authors of the presentation by name and association with the offeror. Attendance at the presentation and the subsequent Q&A session shall be limited to the offeror's Key Personnel (all Key Personnel are highly encouraged to attend), no more than two non-key personnel proposed for contract performance, and no more than one additional corporate representatives of the offeror. The presentation shall not be made by hired professional presenters who are not part of the offeror's technical team. An offeror's "Key Personnel" includes only those persons who will be assigned to the Task Order as Key Personnel as described in PWS Section 8. The additional persons (e.g., CEO's, company presidents, or contract representatives) from the offeror may attend, but will not be allowed to participate in the presentation. The additional persons may make a brief introduction, which will not be evaluated, but will count towards the offeror's allotted time. For the remainder of the presentation, only Key Personnel, and non-key personnel proposed for delivery, shall present.

Presentation Time Frames

The offeror will be given 15 minutes for set up. After opening remarks by the Government, the offeror will be given up to 60 minutes to present. The presentation will be stopped precisely after 60 minutes.

Upon completion of the presentation, the Government will caucus to formulate any questions regarding the content of the oral presentation. The Government has allotted approximately one hour to caucus. Subsequently, the offeror will be asked to provide clarifications or address any questions posed by the Government. Approximately one hour is allotted for the clarification session. The offeror may briefly caucus to coordinate responses to specific requests for clarification. The total presentation, caucus and clarification sessions are expected to last approximately three (3) hours. The Contracting Officer and the TEB Chair will be responsible for ensuring the schedule is met and that all offerors are given the same opportunity to present and answer questions.

Presentation Media

The oral presentation will be accompanied by visual presentation media. A copy of the media shall be furnished to the Government with the written portion of the quotation. Presentation media is limited to computer-based graphics of the offeror's choice or normal viewgraph slides displayed using an appropriate projector. No other media may be used.

NOTE: Although not part of the written segment, a copy of the oral presentation slides must be submitted along with the written segment.

There is no limit to the number of slides that can be presented during the oral technical proposal presentation, but only those slides presented during the oral presentation will be considered for evaluation. Any slides over and above those presented during the oral presentation will not be evaluated as part of this source selection. Unobtrusive company logos or names can be inserted in any or all slides. Slides should be sequentially numbered. Transition effects shall not be used. The slides shall not contain any fonts smaller than a proportionally spaced font (such as Times New Roman) of at least 12 points.

Equipment

Except for the screen provided in the conference room, the Government will provide no equipment. The offeror shall be responsible for any equipment necessary for the presentation.

Oral Presentation Scheduling and Location

The Contracting Officer will schedule the oral technical proposal presentations. Oral presentations will be scheduled within a week following the due date for the written quote. The oral presentations will be scheduled to take place as soon as reasonably possible following the due date for the written quote. Time slots will be randomly selected.. The Government reserves the right to reschedule any offeror's oral technical proposal presentation at its sole discretion.

Oral Technical Proposal Presentations will be given at facilities designated by the Contracting Officer, in the Washington, DC metro area. The exact location, seating capacity, and any other relevant information will be provided when the presentations are scheduled.

6. Minimum Acceptance Period

Quotations allowing less than 120 calendar days from the date the written portion is due for Government acceptance and order award may be rejected as unacceptable.

7. Quote Preparation Costs

This Request for Quote (RFQ) does not commit the Government to pay any cost for the preparation and submission of a quote in response to this RFQ. In the event discussions and/or oral presentations are held, the Government will not reimburse contractors for expenses associated with discussions and/or oral presentations.

8. Representations and Certifications

The government shall rely on the offeror's Schedule 70 IT contract Representations and Certifications when making any award based on this solicitation.

9. Subcontracting Plan

This is a 8(a) STARS II, Constellation 2 set-aside, so a subcontracting plan is not applicable.

10. Funding

It is anticipated that this task order will be fully funded at the time of task order award. Should adequate funds be unavailable to fully fund a period of performance, the government will incrementally fund the task order. In this case appropriate limitation of funds provisions will be included in the order to protect the interests of both the government and the contractor.

11. Privacy

Information received by the Government, from vendors, in response to this solicitation that is subject to the Privacy Act shall be used in complete accordance with all rules of conduct as applicable to Privacy Act Information.

12. Requests for Clarification or Additional Information

The government Contracting Officer is the offerors' single point of contact for questions, clarifications, comments, and additional information regarding this solicitation. The deadline for submitting questions is 10 days before the quote due date stated in the electronic RFQ.

Ms. Amanda Foster
Contracting Officer
U.S. General Services Administration
Federal Acquisition Service, Great Lakes Region
Contracting Division
230 S. Dearborn, 3300
Chicago, IL 60604
Office Phone: (217) 492-5021
amanda.foster@gsa.gov

Answers to questions will be provided to potential offerors giving due regard for the proper protection of proprietary information.

Information concerning this solicitation or requests for clarification will not be provided in response to offeror-initiated telephone calls. All such requests shall be made in writing and submitted to the above postal or email address. Questions shall identify the specific area of the solicitation in which clarification is desired. All questions and answers shall be provided to all prospective offerors by the Contracting Officer. Sources of questions will not be identified.

Prospective offerors are cautioned against discussing the preparation of quotations or asking questions related to this acquisition with any Government personnel except the Contracting Officer. The circumstances of such a contact, when verified, could result in disqualification of the offeror's quote. Discussions with Government personnel concerning the specifications, the documents incorporated by reference, pricing, or any other quotation matters are strictly forbidden.

13. Post-Quote Government Requests for Clarification

The Government intends to establish an award without seeking additional information from

contractors. Consequently, Contractors are highly encouraged to quote their best technical and pricing quotes in their initial submissions. However, the Government reserves the right to seek additional information from any or all contractors submitting a technical and price quote, if it is determined advantageous to the Government to do so.

14. Evaluation of Quotes

The Government will evaluate offerors' quotes using the following three (3) step process to determine which firm will provide the best value to the government and the highest level of performance confidence. The evaluation shall cover experience of each offeror's performance capability (corporate and personnel knowledge and capability and technical and management approach), past performance, and price. The task order will have a twelve-month base period and four twelve-month option periods. They will be included in the quote evaluation and subsequent award decision; however, the evaluation of options shall not obligate the Government to exercise the option(s). The corporate and personnel knowledge and capability, technical and management approach, past performance, and price will be evaluated as a whole regardless of subcontractor involvement.

An offeror will be considered to have not met a requirement of this solicitation if that requirement is not addressed in the quote. Offerors will have until the deadline stated in the Request for Quote (RFQ) to submit their written quote and slides for the oral presentation. Any quote received after this date and time shall be rejected without further review. Offerors must hold a current 8(a) STARS II contract. Any quote received from a vendor who does not hold this contract will be rejected without further review.

Step 1 – Evaluation of Performance Capability- Level of Confidence Score

In this step the government will evaluate and score the following two (2) factors using adjectival ratings. Overall, the Government will base its evaluation on the degree to which the offerors describe, demonstrate and substantiate their experience and provide a value advantage to the Government. Scoring will reflect the level of confidence that the Government has in the offerors ability to meet the performance objectives. To perform this portion of the evaluation, the Government will review the details of the written and oral quote that describe the experience that the company brings to the project. Experience should be CLEARLY marked so that it can be easily identified. The Government will evaluate the degree to which the described experience of the offeror's staff is similar to the experience needed to perform the work outlined in this RFQ's work statement.

Factor 1 – Corporate and Personnel Knowledge and Experience (written)

In this factor, the Government will assess the degree to which the offeror's corporate and personnel knowledge and work experience will give the Government confidence that contractor performance will be highly successful in all PWS performance objectives and sub-objectives. This information should include the offeror's relevant corporate and specific employee experience supporting similar programs and initiatives. Specifically, the Government will assess the degree to which the offeror's staff members who are proposed to fill key personnel positions meet the qualifications listed in the 8(a) STARS II contract and the PWS of this RFQ. (see Section 8 Personnel Requirements—for each designed key personnel position). Knowledge and capability includes the ability to

synthesize and convey data and recommendations into actionable information via written and oral communication methods.

As part of this factor, the Government will also assess the degree to which the offeror's past experience is relevant to this requirement. To do this the Government will review all information included with the quote that shows and explains past work, including the past performance examples.

The extent to which each prime contractor, subcontractor and/or joint-venture partner participated in performing current or past projects will be factored into the evaluation of past project relevance. When doing this review, only past or current projects for actual requirements will be considered. The Government will not consider master contract vehicles, such as Blanket Purchase Agreements, Indefinite Delivery/Indefinite Quantity contracts, Basic Ordering Agreements, and the like.

Factor 2 – Technical and Management Approach (oral)

To perform this portion of the evaluation, the Government will listen to, review, and rate the offeror's proposed technical and management approach to fulfilling the Governments requirements as given in the oral presentation.

The Government will assess the degree to which the offeror's technical considerations and philosophy for performing the type of work set forth in the Performance Work Statement are likely to successfully accomplish the Government's goals.

The Government will also assess the degree to which the contractor demonstrates management expertise and capability (e.g., the ability to organize and manage resources) in the areas of project management: collaboration with stakeholders; meeting cost, schedule and quality targets; minimizing the negative impact of personnel changes; resolution of problems and confronting challenges; and meeting customer expectations.

Performing the Performance Capability Evaluation

Each non-price performance capability factor will be given an adjectival rating on a sliding scale between excellent and unacceptable. These ratings will be combined to get an overall performance capability rating level of confidence score.

Note: Offerors receiving unacceptable ratings for any factor will not be eligible for award. Any portion of a factor that is deemed unacceptable may render the entire factor unacceptable.

Step 2 – Price/Rate Verification

In this step the government will review the offerors' rates and prices to ensure that they are fair and reasonable and are within the rates incorporated into the Contractors' respective 8(a) STARS II contract. The total evaluated price of each quote shall be the sum of the total discounted amounts of all line items for the base and all option periods of performance. Discrepancies in price will be resolved in favor of the unit price(s) offered.

NOTE: At its sole discretion the Government may choose to verify fair and reasonable pricing using a cost realism analysis.

Note: The Government reserves the right to normalize (adjust) prices, if necessary, to ensure an equitable evaluation.

Step 3 – Technical – Price Trade-off

The non-price level of confidence scores will be ranked and then each quote, along with its respective price, will be assessed against its eligible competitor using a trade-off approach based on the relative risks and benefits of the individual quotes. This trade-off approach will identify the quote offering the best value to the Government. When making these comparisons, the non-price factors level of confidence will be considered more important than price.

15. Competitive Range Determination

At its sole discretion, the Government may determine a competitive range prior to entering into exchanges with the offerors.

16. Type of Contract

The Government contemplates awarding one Labor Hour task order resulting from this solicitation.

17. Contract / Order Award

The Government intends to make a single Task Order award to the firm that offers the best value to the government, price and other factors considered. The Technical and price quotes, as revised, will be incorporated into the Task Order award by reference. A written notice of award or acceptance of an offer executed in the GSA ITSS system, mailed, or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received from the offeror before award. The Government reserves the right to award less than the full requirement.

18. Invoicing and Payment

Procedures for submitting invoices shall be included in the task order award. The Contractor may invoice for items or services upon their delivery or completion of performance, respectively. Billing and payment shall be accomplished in accordance with contract terms and GSA payment procedures.

Payment shall be made upon acceptance of delivered items or services in amounts no less than the unit prices stated in the task order Schedule of Items and Prices. If this requirement is awarded as a task order under a MAS contract, Other Direct Costs (ODCs), if included, shall be incidental to this requirement and shall be paid as reimbursable material costs unless otherwise

noted. Travel, if included, shall be reimbursed at actual cost per Public Law 99-234, FAR 31.205-46 Travel Costs, and the Federal Travel Regulation or Joint Travel Regulation, as applicable.

19. Solicitation and Contract Provisions

This solicitation and/or the resulting task orders will rely on the clauses and provisions of the FSS contract upon which they are based. Additional clauses or provisions may be included in this task order. These may be included by reference or in full text. If provided by reference they will have the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. Also, the full text may be accessed electronically at <http://www.arnet.gov/far/>.

Clauses Incorporated by Reference

The following clauses are incorporated into this task order by reference.

Clause #.	Title and Date
FAR 52.204-2	Security Requirements
FAR 52.204-21	Basic Safeguarding of Covered Contractor Information Systems
FAR 52.217-5	Evaluation of Options (Jul 1990)
FAR 52.232-18	Availability of Funds (Apr 1984)
FAR 52.232-19	Availability of Funds for Next Fiscal Year (Apr 1984)
FAR 52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)
FAR 52.239-1	Privacy or Security Safeguards
GSAR 552.204-9	Personal Identity Verification Requirements
GSAR 552.239-70	Information Technology Security Plan and Security Authorization

Clauses Incorporated in Full Text

The following clauses are incorporated into this task order in full text.

Safeguarding Sensitive Data and Information Technology Resources

- (a) In accordance with FAR 39.105, this section is included in the contract.
- (b) This section applies to all who access or use GSA information technology (IT) resources or sensitive data, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.
- (c) The GSA policies as identified in paragraphs (d), (e) and (f) of this section are applicable to the contract. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.
- (d) All of the GSA policies listed in this paragraph must be followed.

- (1) CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA

- (2) CIO P 2100.1 GSA Information Technology (IT) Security Policy
- (3) CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- (4) CIO 9297.1 GSA Data Release Policy
- (5) CIO 9297.28 GSA Information Breach Notification Policy

(e) All of the GSA policies listed in this paragraph must be followed, when inside a GSA building or inside a GSA firewall.

- (1) CIO P 2100.28 GSA Wireless Local Area Network (LAN) Security
- (2) CIO 2100.38 Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- (3) CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- (4) CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- (5) ADM P 9732.1 D Suitability and Personnel Security

(f) The GSA policies listed in this paragraph must be followed, if applicable.
[Contracting Officer check all policies that apply.]

- (1) X CIO 2102.1 Information Technology (IT) Integration Policy
- (2) X CIO 2105.1 C GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- (3) X CIO 2106.1 GSA Social Media Policy
- (4) CIO 2107.1 Implementation of the Online Resource Reservation Software
- (5) X CIO 2108.1 Software License Management
- (6) X CIO 2160.29 GSA Electronic Messaging and Related Services
- (7) X CIO 2160.4A Provisioning of Information Technology (IT) Devices
- (8) X CIO 2162.1 Digital Signatures
- (9) X CIO P 2165.2 GSA Telecommunications Policy

(g) The contractor and subcontractors must insert the substance of this section in all subcontracts.

End of Clause

Unenforceability of Unauthorized Obligations

[552.232-39 Unenforceability of Unauthorized Obligations. {FAR Deviation}{July 2015}]

As directed in AL-2015-03, the following clause applies in lieu of FAR clause 52.232-39:]

552.232-39 Unenforceability of Unauthorized Obligations. (FAR Deviation)(July 2015)

(a) Except as stated in paragraph (b) of this clause, when any supply or service acquired under this contract is subject to any [commercial supplier agreement (as defined in 502.101)] End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any [language, provision, or] clause requiring the

Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(1) Any such [language, provision, or] clause is unenforceable against the Government.

(2) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the [commercial supplier agreement. If the commercial supplier agreement] EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(3) Any such [language, provision, or] clause is deemed to be stricken from the [commercial supplier agreement]EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

End of Clause

Option to Extend Services

As prescribed in FAR [17.208](#)(f), the following clause applies to this task order.

Option to Extend Services (Nov 1999)(FAR 52.217-8)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one day of task order expiration.

(End of clause)

Option to Extend the Term of the Contract

As prescribed in FAR [17.208](#)(g),), the following clause applies to this task order.

Option to Extend the Term of the Contract (Mar 2000) (FAR 52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor

within 1 day prior to the end of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

Limitations on Subcontracting (FAR 52.219-14)

As prescribed in 19.508(e) or 19.811-3(e), the following clause applies.

LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

PERFORMANCE WORK STATEMENT

For

CIO Modernization and Enterprise Transformation (COMET) Architecture, Engineering, and Advisory Support

A procurement by the
U.S. General Services Administration, Region 5 Contracting Division
on behalf of

GSA Chief Information Officer
Office of Acquisition IT Services

Washington, D.C.

Solicitation Number ID16190003
Contract Number TBD

NAICS 541512 – Computer Systems Design Services
Product Service Code D399 – Other IT and Telecommunications

This is an 8(a) STARS II, Constellation 2 set-aside
The following certifications are required:

ISO 9001:2000
ISO 9001:2008
CMMI Level II (or higher) – DEV
CMMI Level II (or higher) – SVC

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1 Purpose & Background:

Purpose

The purpose of this Contract/Task Order (TO) is to support the General Services Administration (GSA) Office of the Chief Information Officer (OCIO) by providing services that support the architecture and portfolio transformation of systems covered under the Chief Information Officer (CIO) Modernization and Enterprise Transformation (COMET) BPA/Contract/Task Orders. GSA requires support to rationalize, transform, and converge its portfolio of COMET applications, focusing on Lean, Agile, & value driven approaches, transitioning from traditional monolithic system design and development to shared business services and capabilities. This order primarily supports the Federal Acquisition Service (FAS), but also includes some support of Administration Headquarters, the Office of Government-wide Policy (OGP), and the Public Building Service (PBS).

Background

The Office of Acquisition IT Services (FAS IT) provides information technology (IT) support for FAS and other parts of GSA. The applications developed and maintained by FAS IT are used by business portfolios within GSA, customer agencies, the vendor community and the general public. For each and every business line, the applications supported by FAS IT are essential to daily operations, future growth, and meeting organizational goals.

FAS leverages the buying power of the Federal Government to acquire the best value for both the taxpayers and Federal customers. FAS is organized as follows:

- Management and Program Support
 - Office of the Commissioner
 - Office of Customer & Stakeholder Engagement
 - Office of Enterprise Strategy Management
 - Office of Policy and Compliance
 - Office of Systems Management
- Categories
 - Office of General Supplies & Services Categories
 - Office of Information Technology Category
 - Office of Professional Services & Human Capital Categories
 - Office of Travel, Transportation, & Logistics Categories
- Services
 - Office of Assisted Acquisition Services
 - Technology Transformation Services

FAS organizations and their stakeholders are the primary users and program offices for the application portfolios that require support under this TO.

The Office of Acquisition IT Services (FAS IT), within GSA CIO, is organized as follows:

- Center for FAS Systems Transformation
 - Acquisition Service Platform Division

- Acquisition Transformation Services Division
- Business Relationship Management Division
- Center for Global Supply, Asset and Transportation Systems Support
 - Asset and Transportation Management Division
 - Contract Service Management Division
- Center for Acquisition Systems Support
 - Contract Writing and Administration Division
 - eCommerce Division
 - Integrated Acquisition Environment Division

Agency Mission

GSA's mission is to deliver the best value in real estate, acquisition, and technology services to the Federal Government and the American people. The role of the GSA OCIO is to provide the organization with a focused portfolio of applications that enable GSA to meet growth objectives in an agile, efficient timeline, without unintended consequences. The OCIO for Acquisition IT Services provides GSA with strategic and tactical IT business solutions to enable GSA to effectively serve its customers. The IT solutions must align with the business portfolio's needs and mission to be effective and flexible enough to support the changing business environment.

Concept of Operations

Over the history of the Federal Acquisition Service (FAS), product and service offerings, along with their supporting systems and technology, were largely developed in silos which aligned to the organizational silos that sponsored them. There was communication and there were partnerships across FAS; however, execution continued to largely occur within silos with support organizations, such as the Office of Systems Management, GSA IT, and OCFO acting in an advisory role.

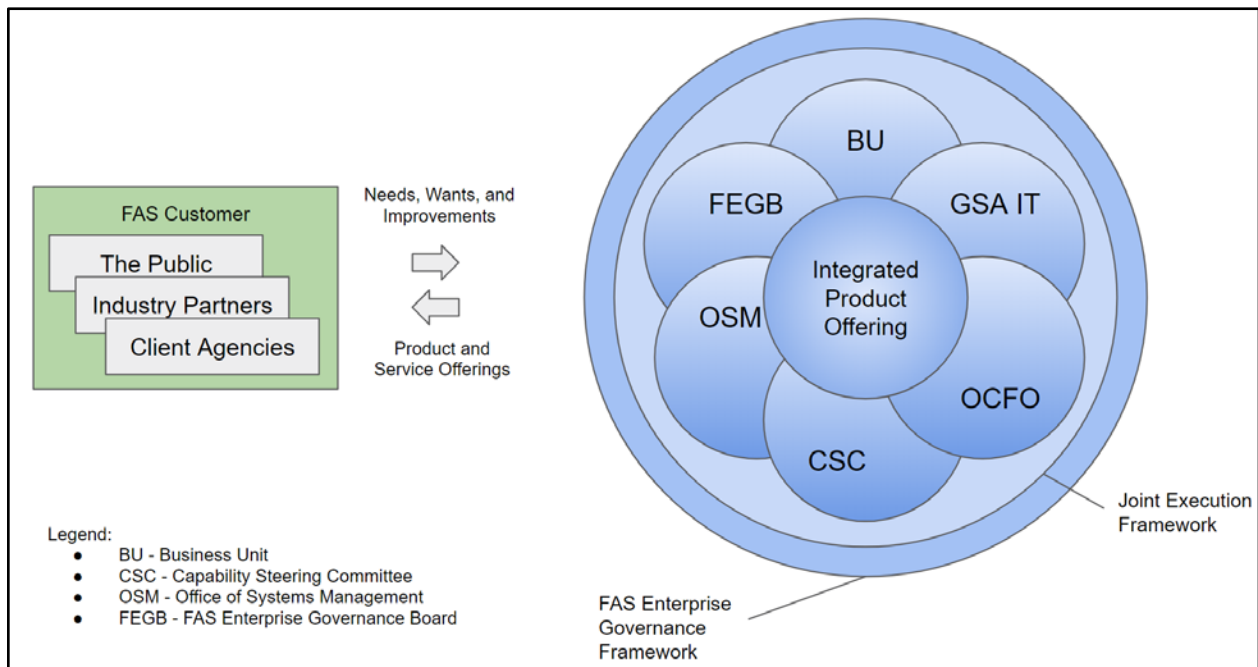


Figure 1 - Concept of Operations

FAS is transforming into a cohesive team of co-equal partners, inclusive of GSA IT and OCFO (Office of the Chief Financial Officer) (fig. 1 - Concept of Operations). As a cohesive team, all partners collaborate, engage, consult, and support each other to enable shared strategic goals and objectives. This organizational transformation facilitates the transformation of FAS product and services offerings, along with their supporting systems and technology, into modular and flexible solutions that rapidly adapt to the evolving needs of the FAS customer.

2 Orientation

General Scope of Work

This Performance Work Statement (PWS) defines selected acquisition, and program support objectives for Solutions Engineering, Technology, and Innovation support. This work will include the advancement of the IQ Architecture Strategy and Playbook; which will provide the framework, strategy and practice areas guiding IQ Software Engineering, Solutions Architecture, Development, and Delivery; being delivered under the COMET BPA, as we transition from a Systems based development organization to a Product Based Development organization following a DevSecOps Methodology. This contract shall provide Solutions Architecture Support, Portfolio Strategy and Transformation Roadmap Planning, support for Prototype Development, Data Architecture and Strategy, Change Management, Enterprise Delivery Methodologies, Analyses of Alternatives, and Innovation Incubation. This procurement is not for full scale engineering development support.

This Contract/Task Order will be placed under the 8(a) STARS II contract, Consolidation 2. It is anticipated that work will be performed using a Labor Hour type task order.

Due to changing needs and priorities and unforeseeable future funding levels, there may be substantial changes in the man-hours of personnel required. Manpower changes may also be dictated by the requirement for timely completion of critical projects. The government will provide the contractor with as much advance notice of changing work requirements as possible.

Work will be performed over the period of approximately five years, with an anticipated Base Period of 12 months and four Option Periods of 12 months each.

Resources

Under this Contract/Task Order, unless otherwise stipulated (see Section 13 – Government Furnished Items), the Contractor shall furnish or provide all personnel, personnel management and supervision, all related internal supporting business functions (including background and “overhead” personnel), materials, supplies, equipment, and facilities (as required) to perform the full range of technical and administrative services required by this Contract/Task Order.

During the course of this Contract/Task Order, the Government may make additional Government Furnished Items (GFIs) -- materials, equipment, and facilities -- available upon receipt of a written request from the Contractor to the Government Technical Representative. These GFIs, if provided, would be in addition to those initially set forth

in Section 13.

The contractor shall provide fully trained personnel. (Reference “Staff Employee Requirement” in Section 8 of this PWS.)

Government personnel will be made available to provide technical strategy and input, answer questions, review completed draft deliverables, and provide feedback,

Placement and Management of Work

All work under this Contract/Task Order will be performed as described, and within the scope of, this PWS. Clarification to the work may be provided to the Contractor in writing by the Contracting Officer's Representative (COR) using a Technical Directive form or other agreed upon written documentation. Contractor employees shall perform work as specified in this Contract/Task Order as directed by the Contractor's designated project manager, who shall have full responsibility for the assignment and monitoring of Contractor employee activities. All work shall be performed within the scope of this PWS and the Government will not ask or require the Contractor to perform work that is outside of the scope of this Contract/Task Order.

Customers

The customer and recipient of all work performed under this contract order is the GSA-IT Office of Acquisition IT Services, 1800 F St., NW, Washington, DC 20405.

Performance Monitoring

Contractor performance shall be monitored by the Government representatives in accordance with the Contractor's Quality Control Plan (QCP) and the Government's Quality Assurance Surveillance Plan (QASP)(see Section 12, below).

Definitions

ATO - Authorization to Operate - This is government approval to proceed with implementing or deploying an IT system into production.

CO – Government Contracting Officer

COR – Contracting Officer's Representative (See Section 15, below)

FTE – Full Time Equivalent, the number of labor hours equal to those that would be worked by one employee in a year. For this procurement action 1920 hours is considered an FTE.

CPARS – Contractor Performance Assessment Reporting System – This is a system that generates reports that are created by the government evaluators to document contractor performance.

OCIO – GSA Office of the Chief Information Officer.

NIST - National Institute of Standards and Technology

Normal Workweek - A workweek is 40 hours.

Overtime - Time worked by a contractor's employee in excess of the employee's normal workweek. (Note: Premium pay is not authorized under this task order for overtime work.)

Quality Assurance - A planned and systematic pattern of all actions necessary to provide confidence to the government that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purpose of this document, Quality Assurance refers to actions by the government.

Quality Assurance Personnel (QAP) - A functionally qualified government person(s) responsible for surveillance of contractor performance and providing communications to the contractor(s) and PCO.

Quality Assurance Surveillance Plan (QASP) - A plan detailing the contract surveillance procedures and containing the **Objectives, Measures and Expectations** that will be used to evaluate contractor performance of the PWS objectives.

Quality Control - Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

TO – Task Order

3 Assumptions

The contractor shall employ a staff with sufficient experience and expertise to perform each of the tasks in PWS.

4 Primary Performance Objectives (Technical)

Overarching Technical Objectives

This order is intended to offer an array of research and critical technical disciplines core to engineering, securing, delivering, and maintaining GSA IT products, services, and systems. The supported portfolio encompasses legacy, current, and future GSA IT products, services, systems, and systems-of-systems throughout the acquisition and system engineering lifecycle.

These services will support GSA IT services in the innovation, adoption, interoperability, integration, security, enhancements, augmentation and delivery of GSA IT products, services, and systems. GSA IT requires architectural support, roadmap planning, approaches to transform the current application portfolio, employ effective software development management processes, and support the effort to develop and enhance existing applications to be cloud ready in accordance with Cloud Smart policy, Open Source policy, and other best practices, policies, and legislative mandates. Figure 2 provides a conceptual example of a capabilities focus, service oriented architecture, with common, modular, and loosely coupled components that integrated to meet the evolving

mission needs of FAS

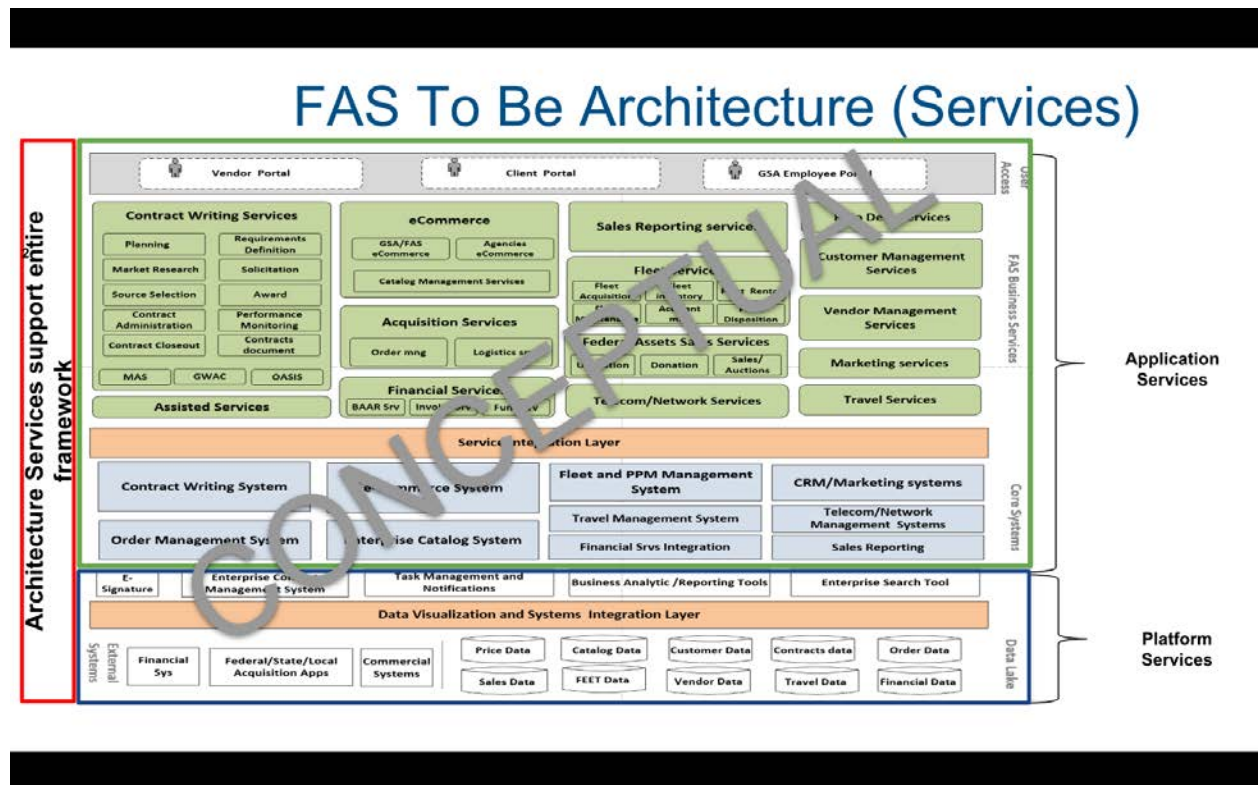


Figure 2 - FAS to be Architecture (Services)

With the pace of change, fully anticipating how technical requirements and individual portfolios will evolve over the life of the contract vehicle is impossible. The intention is this support team remains current and continues to provide the full range of support services to support delivery of innovative products, services, systems, solutions; to insert and sustain emerging technologies and approaches throughout its lifespan; and to address the evolving needs of the GSA mission space.

Objective 1 – Independent Assessment, Advisory, and Consulting Services

To meet this objective, the contractor shall perform the following:

- Advise, recommend, and support GSA IT in communicating a clear vision for the future of FAS applications that is in alignment with the GSA IT Strategy of 2018-2020 (five strategic goals and eleven strategic objectives), collaborating with the GSA IT, FAS, and others as required
- Develop metrics and reporting requirements to define and track FAS IT's business value
- Create an effective communications approach that will allow all stakeholders to be informed while providing transparency on the program ensuring proper alignment between application teams and overarching architecture and roadmap activities
- Ensure proper buy-in, provide education as needed, and establish high-level drivers that continually ensure business/IT alignment. Define measures for end user and

stakeholder satisfaction, and use those measures to baseline, track, and analyze for patterns to continually improve user satisfaction.

- Facilitate cohesive and consistent messaging to facilitate adoption of transformation initiatives
- Enable GSA feedback and input, continually, throughout and across all services and deliverables. As necessary, perform internal and independent reviews and assessments for program performance
- Review technologies, tools and processes to identify areas of improvement for delivering solutions.
- Analyze business need to advise, recommend and support determining whether the requirement should be addressed through acquisition of a business capability or following a capacity model (i.e., acquiring hours)
- Conduct market research and assessments to determine if a business capability can be delivered leveraging COTS, open source, etc. under
- Advise FAS IT on most advantageous technology approach to meet the business need.
- Consult on emerging technologies that could be injected into the FAS IT ecosystem to gain operational efficiencies for FAS IT and the FAS business.
- Support business line initiatives that have IT impacts. Act as an enabler in developing or contributing to business line studies, Business Architecture development, Data Management, etc.

Objective 2 – Strategy and Transformational Framework Support Services

To meet this objective, the contractor shall perform the following:

- Advise, recommend, and support GSA IT in creation and maintenance of a framework for FAS IT engineering and software development processes that fosters quality in service provisioning and includes continuous improvement on the program
- For systems undergoing transformation, or new capabilities, evaluate the system's planned life-cycle development methodology or methodologies (agile, DevOps, waterfall, evolutionary spiral, rapid prototyping, incremental, CI/CD, etc.) to see if they are appropriate for the system being developed.
- Support the establishment and maintenance of Human Centered Design principles and practices to facilitate collaboration and coordination between user researchers, business analysts and technical SMEs (which includes architects and technology leads)
- Collaborate with GSA IT and other supporting vendors in the development of processes, guides, standard operating procedures, and other materials necessary to establish and support consistent and repeatable processes and best practices
- Maintain the authoritative repository of process, procedures, and other materials necessary to establish and support consistent and repeatable processes and best practices used across GSA IT

Objective 3 – Software Engineering

Software engineering enables and provides both the common capabilities that support enterprise-wide software development, and the common enabling capabilities required by applications to deliver their mission requirements. This objective includes implementation of the basic DevSecOps framework and environment.

To meet this objective, the contractor shall perform the following:

- Advise, recommend, and support GSA IT in the selection and implementation of toolsets that automate, enable, and facilitate processes, procedures, and workflows/pipeline in alignment with Objective 2. Toolsets may include but not be limited to:
 - Code quality analysis
 - Code security vulnerability analysis
 - 508 and other regulatory compliance
 - Automated testing
 - Automated build
 - Continuous application monitoring
 - Continuous deployment
 - Continuous integration
 - Agile project management and software development
 - Code repository and version control
 - Cross-functional, multidisciplinary DevOps support
- Advise, recommend, and support GSA IT in the selection and implementation of toolsets that serve as technical enablers for FAS enterprise applications, in alignment Objective 2. Toolsets may include but not be limited to:
 - Identity and access management
 - Application operations orchestration
 - API management
 - Data management and governance
 - Business rules management
- Advise and collaborate with GSA IT and supporting vendors on the operations and maintenance of toolsets, to include recommended configuration and ongoing optimizations based on evolving operating practices/processes, and lessons learned
- Advise GSA IT on emerging software engineering best practices and supporting tools in industry, and the potential benefit and capabilities as applicable to GSA IT
- Seek to leverage existing GSA enterprise tools to maximize extent feasible; clearly communicate the total cost of operation, benefits, and other considerations to GSA IT in using an existing GSA enterprise tool vs. introduction of a new tool into the environment
- Complete analysis and advise GSA IT on the total cost of ownership associated with toolset recommendations; to include annual reviews prior to renewal of maintenance and/or licensing agreements
- Advise and collaborate with GSA IT and supporting vendors to develop migration strategies and plans to new tool sets

Objective 4 – Technology Insertion

Being an innovation leader is a strategic goal of GSA-IT. To that end, GSA-IT looks to vendors to provide innovative solutions to the government and embed innovation across service delivery at all possible opportunities to support: introduction and sustainment of cost saving efficiencies, productivity enhancements, acclimation and alignment with industry trends and emerging technologies, and producing tangible, traceable operational outcomes resulting from the application of innovation.

To meet this objective, the contractor shall perform the following:

- Synthesize information from multiple sources such as industry, academia, partners and thought leaders in order to identify opportunities to innovate
- Identify, introduce and propose innovative tools, products or services to foster technical advancement across the program
- Provide informational briefs, overviews, and demos of potential tools, technologies, services, and best practices to GSA IT on a regular basis, not to exceed quarterly, in order to facilitate knowledge sharing and awareness of industry trends
- Create and maintain artifacts throughout the innovation value chain as required
- Facilitate feedback and collaboration methods that include stakeholders in the innovation processes, selection and decision milestones
- Provide transparency by publishing project Wiki pages, dashboards, reports or other metrics that foster understanding, track progress and support the flow of new ideas and approaches in the organization
- Present innovation propositions to FAS/GSA-IT decision makers and stakeholders
- Collaborate with development teams to conduct pilots, proof of concepts, technology demonstrations, and produce white papers to assert deductions and proposals
- Complete analysis and advise GSA IT on the total cost of ownership associated with the insertion of new technologies into the enterprise, to include independent cost estimated, cost/benefit analysis, and alternative analysis
- Advise and collaborate with GSA IT and supporting vendors to develop high-level technology insertion strategies and plans that include transition of legacy systems and technologies to the new systems and technologies
- For technology initiatives approved for proof of concept or pilot. take the lead in implementing the initial deliverable for Government review and acceptance.

Objective 5 – Architecture and Design

Using several architecture strategies, this objective seeks to develop a target state vision that captures the mission, business and technical perspectives with clearly defined objectives and success factors to include alignment with long-term enterprise strategies such as integration with other enterprise components and outlining the overall strategy for the modernization of COMET supported services

To meet this objective, the contractor shall perform the following:

- Support Solutions / Software Architecture
 - Develop unified architectures centered around delivering business capabilities using modular, scalable, loosely coupled technical capabilities and services
- Support Data Architecture
 - Propose and develop effective Data Management and Governance by collaborating with GSA stakeholders to assess current, leverage existing, or define new cohesive organizational structures with clearly defined roles and responsibilities.
 - Coordinate with GSA to establish oversight and approval authority on all decisions relating to COMET data: data taxonomy, data exchange, structure, integration, etc., and document information dissemination policies.
 - Identify and collaborate with stewards of master data, developing and executing a communication plan for bringing data governance processes online, jointly

- defining effective enforcement techniques.
- provide support and services for the full range of information and knowledge engineering to include, but not limited to, the development of information flow across functional domains; functional data models; standardization and implementation of common data elements; prototyping, development and implementation of shared databases in standard, common, migration systems, data mining and analytics, improvements in cross-organizational knowledge sharing and interoperability of data; development of data migration strategies to identify the plans and processes for the transition of legacy data to shared data through the utilization of data standards.
- Support Enterprise Architecture
 - Identify and propose an architecture management methodology for a digital transformation of COMET with succinct deliverables to guide the specification and implementation of portfolio modernization e.g. TOGAF, FEAF, etc., or a hybrid with tailoring as needed to meet GSA's requirements
- Develop an actionable, agile portfolio transformation roadmap
 - Perform an assessment to determine priority, sequencing and tactical planning for portfolio feature modernization
 - Facilitate a decision framework that enables stakeholders to quantify the order and relevance applied to transformation planning
 - Identify high value business features and capabilities and work with stakeholders to develop and prioritize epics
 - Produce and maintain roadmap(s) with tangible milestones that define capability deployments, releases and detail development, portfolio refactoring and legacy retirement plans to achieve instantiation of new services and business operations and fulfill FAS/GSA-IT modernization objectives

Additional Labor Capacity

NOTE: Over the life of this task order there may be services required that align to the scope of the above technical objectives, which require labor in excess of the basic labor hours quantities. In these cases, the government reserves the right, at its sole discretion, to exercise the quantity options shown in the Schedule of Items and Prices to provide additional labor hours to perform this work.

5 Meeting Objectives

To accomplish the Meeting Objectives of this Contract/Task Order the Contractor shall participate in the following meetings. Nothing discussed in any meetings or discussions between the Government and the Contractor shall be construed as adding, deleting, or modifying contractual agreement without written authorization from the Contracting Officer.

Meeting Objective 1 – Initial Business/Kickoff Meeting

Within five (5) business days following the Contract/Task Order award date (or other time mutually agreed between the parties), the Contractor representatives will meet with the the GSA Contracting Officer, GSA Contracting Officer's Representative (COR), and Government program manager or designee to review the contractor's understanding of the requirements, goals and objectives of this Contract/Task Order. The contractor shall also address the status of any issues that will affect contractor start-up/ramp-up toward

achieving full service/support capability. The Government will be responsible for taking minutes of this meeting.

Meeting Objective 2 – Ad hoc Technical / Work Status / Administrative Meetings

The Contractor shall, if requested by the Government, participate in monthly status meetings or ad hoc technical meetings or ad hoc work status meetings at a mutually agreeable time and place to discuss tasking, work progress, technical problems, performance issues, or other technical matters. During these meetings the Contractor shall at least provide accomplishments, problems, risks, issues and planned actions. The Contractor shall take minutes of these meetings and include them in a Monthly Status Report (Data Item A003). These meetings will occur at a time and place mutually agreed upon by the parties.

Meeting Objective 3 – Contract Administration Meetings

The Contracting Officer (CO) may require the authorized Contractor representative to meet or participate in a teleconference with authorized Government personnel as often as deemed necessary to discuss contract performance or administrative issues. The Contractor may also request a meeting with the CO when deemed necessary. The content of meetings shall be documented in writing. Minutes shall be approved by both parties and shall be included in the Government contract file.

Note: Nothing discussed in any meetings or discussions between GSA and the Contractor shall be construed as adding, deleting, or modifying any Contract/Task Order requirements, including deliverable, specifications, and due dates.

6 Contract-wide Objectives

Contract-wide Objective 1 – Contract and Project Management

The Contractor shall be solely responsible for managing the work performed in the execution of this contract/order. This includes the responsibility to –

- assign appropriate resources to each task,
- maintain clear organizational lines of authority,
- ensure effective contract task management and administration
- establish and use proven policies, processes, analyses, and best practices

The Contractor shall maintain project milestones for each assigned task. The Contractor shall update Government representatives on work progress and task milestones during the monthly status meetings.

Contract-wide Objective 2 – Subcontract Management

The Contractor shall be fully responsible for management, control, and performance of any Subcontractor used on this contract. If a Subcontractor is being used, the Prime Contractor must inform the Government. Use of a Subcontractor on the Contractor's team shall not relieve the Prime Contractor of responsibility or accountability in the execution of this contract/order. The contractor shall obtain advance approval from the government before a new subcontractor is added to the prime contractor's team. Subcontractors may not be allowed to further subcontract work with advance approval of

the government. If a request for approval is made to the government, it shall provide a justification that includes the benefits to the government of approving the request.

Contract-wide Objective 3 – Business Relations

A primary element of project success is the business relationship between the Contractor and Government representatives. Within this context the Government will monitor the Contractor's contribution to business relations and provide feedback when required. The Contractor shall make every effort to establish and maintain clear and constant communication channels with the Government primaries (CO, COR, and Government Technical Representative) of this contract for the purpose of:

- Promptly identifying PWS and/or business relationship issues of controversy and the bilateral development and implementation of corrective action plans.
- Ensuring the professional and ethical behavior of Contractor personnel.
- Maintaining effective and responsive Subcontractor management.
- Ensuring the Contractor support team is fully aware and engaged in strengthening the interdependency that exists between the Contractors and their Government counterparts.
- Compliance with all GSA policies regarding contractor personnel

Facilitating Contractor–Government collaboration for continuous improvement in the conduct of PWS tasks, reducing risks, costs and meeting the mission needs

Contract-wide Objective 4 – Contractor Response

The contractor shall ensure prompt response to Government inquiries, requests for information or requests for contractual actions. Unless otherwise specified in the PWS, a prompt response is considered acknowledgement by the contractor within one business day. The response will either provide the requested information or action, where feasible to complete within that timeframe, or propose a timeframe, for mutual agreement, in which the request will be completed.

Contract-wide Objective 5 – Team Continuity and Employee Retention

The Government recognizes the benefits in maintaining the continuity of contractor team members. These benefits include but are not limited to retention of corporate knowledge, minimizing contractor familiarization, maintaining/increasing performance levels, schedule adherence and preserving organizational interfaces developed over time. These benefits also accrue to the Contractor. Within the context of effective and efficient personnel management, the Contractor shall take reasonable and appropriate steps to retain the qualified employees staffed against this contract to maintain continuity and performance while effectively reducing costs borne by the Government.

Contract-wide Objective 6 – Professional Appearance

Contractor employees shall present a neat and professional appearance appropriate to

the work being performed at all times when interacting with Government representatives, working in Government facilities, or representing the Government at meetings or before third parties.

7 Additional Performance Requirements

Location of Work

Performance will take place primarily at the contractor's facility. However members of the team may be called to meetings at GSA Headquarters where in-person attendance is required. At least one business day of notice will normally be provided. Reimbursement for travel is not authorized under this task order. It is therefore incumbent on the contractor to have its staff located within the 50 mile local commuting area of Washington, D.C.

Time of Work

Normal Hours

For any Contractor employees working on Government facilities, their normal duty hours shall be 8 AM – 5 PM local time, Monday through Friday, to coordinate with Government operations. Otherwise, the Contractor shall be responsible for managing work hours of its employees, provided they are available when necessary to interact with Government employees.

In the event that individual tasks or subtasks require expedited performance or extended work days to meet schedule constraints or work volume, the Government shall communicate that need to the Contractor's Project Manager or Team Lead who, in turn, is responsible for managing the Contractor's labor resources to meet the schedule constraints. Communications regarding expedited performance shall be documented in writing, by email or otherwise, and included in the contract administration file. If Contractor employees are working at Government facilities and task completion deadlines require extended hours, the Government will provide authorization to occupy and use Government facilities beyond normal duty hours.

The Contractor may perform work outside the normal duty hours at its own business location(s) or at the Government furnished facilities, when so authorized. Any Contractor employee working at Government facilities shall observe federal holidays and government closures on the same dates and during the same times as the Government personnel, since Contractor employees shall not have access to the Government facilities during these days and/or times. These holidays are as follows.

Holidays

The Government shall observe the following holidays.

New Years Day	Labor Day
Martin Luther King Jr., Day	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day

Independence Day

Christmas Day

Government Facility Closures

In the event of unplanned closure of the Government facility for any reason (e.g. natural disasters, government shut-down, or severe weather) the Contractor shall make its best effort to mitigate loss of work time. If Contractor employees are working at a Government installation, this may be done by moving employees to an off-site location. If performance under this contract is not possible, the Contractor shall take steps to assign employees to other projects on a temporary basis or place them in leave status to minimize non-productive costs to the Government under this contract. Additional instructions may be provided by the Contracting Officer on a case-by-case basis. Disagreements between the parties resulting from base closures shall be settled through negotiations to the maximum extent possible or shall otherwise be settled pursuant to the provisions of the Disputes provisions of this contract.

All services to be performed under this contract/order have been determined to be non-essential for performance during a base closure. Should the Government facility be closed, the Contractor shall be notified by the Contracting Officer, GSA Technical Representative, or a local television or radio station. The Contractor is responsible for notifying its employees about Government closures. Contractor employees are not to report to the Government facility if it is closed and will adhere to delays, unless otherwise specifically instructed otherwise by the CO or GSA Technical Representative.

Performance at the Contractor's Facilities

Work performed at Contractor's work locations shall be performed according to the Contractor's standard commercial practice; however, the Contractor representatives at these locations must be available for interaction with Government employees between 8:00 AM and 5:00 PM Eastern time, Monday through Friday, with the exception of government designated holidays or government closures. The government may choose to conduct interaction in-person, and will be allowed to do so with at least one day business day of advanced notice.

Travel

Long distance travel is not expected or authorized under this Contract/Task Order.

Limitations on Contractor Performance

The Contractor shall NOT perform the following functions in connection with the services provided under this Contract/Task Order.

- Approve, decide, or sign as a Contracting Officer;
- Negotiate with Government suppliers;
- Accept or reject supplies or services;
- Determine acquisition, disposition, or disposal of Government property;
- Direct other contractor or Government personnel;
- Determine cost reasonableness, allowability, or allocability;

- Vote on a source selection board;
- Supervise government personnel;
- Approve Government requirements or plans;
- Determine government policy.

Privacy Act Requirements

Work on this project may require that Contractor personnel have access to information which is subject to the Privacy Act of 1974. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations when handling this information. Privacy Act information is considered sensitive and appropriate safeguards shall be implemented by the Contractor. The Contractor is responsible for ensuring all contractor personnel are briefed on privacy Act requirements.

Personal Services

This is not a "Personal Services" contract as defined by FAR 37.104. The government has taken the following steps and precautions to ensure that "Personal Services" employer-employee relationships are not created between government and contractor employees during performance of this Contract/Task Order. Although Contractor employees who furnish services under this contract are subject to Government technical oversight, the Government shall not oversee Contractor employees but shall provide all direction through the Contractor's designated representative(s) who is/are solely responsible for supervising and managing Contractor employees. In further compliance with this regulation –

- All tasks will be initiated using approved Task Directive Forms.
- All government direction or approval of contractor initiated suggestions shall be documented using approved Task Directive Forms
- All government contract monitors shall communicate with the contractor through the approved contractor management representative.
- All government representatives responsible for managing this Contract/Task Order shall be briefed on the avoidance of personal services and those actions that represent personal services, prior to assuming their contract responsibilities.

Additionally, the Contractor shall take the following steps to preclude performing, or perception of performing "Personal Services" as stipulated in FAR 37.114(c).

- When answering the phone, Contractor employees shall identify themselves as employees of the firm for which they work, as well as giving other information such as their name or the government office they support.
- When working at Government facilities, Contractor employees shall wear badges that clearly identify them as Contractor employees. The badge shall be worn on the outermost garment between the neck and waist so badge is visible at all times.
- When working at Government facilities, name plaques shall be placed at Contractor employees' work area (cubical or office) that clearly identify them as Contractor employees. The plaques shall be placed in a clearly visible location so they can be seen by all visitors and associated government employees.

Rehabilitation Act Compliance (Section 508)

Unless otherwise exempt, all services and/or products provided in response to this requirement shall comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR part 1194).

The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

Additional information regarding Section 508 can be obtained from the following web sites.

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>
<http://www.access-board.gov/508.htm>
<http://www.w3.org/WAI/Resources>

Avoidance and/or Mitigation of Actual or Potential Organizational Conflicts of Interest

Contractor employees may have access to sensitive government information while performing this work, may be involved in reviewing and assessing the work of other contractors, and may be involved in developing specifications and work statements for subsequent or complementary work. There is a potential for organizational conflicts of interest if the Contractor has ties with firms whose work it will review or if the Contractor is subsequently awarded a contract that uses a specification or work statement that it prepared. To avoid actual or potential organizational conflicts of interest the Contractor, in conjunction with Government scheduling and oversight controls, must be able to mitigate its relationship with a firm whose work it might review during performance of this Contract/Task Order. No specific firm is currently identified but firm may be identified during the course of Contract/Task Order performance. Additionally, the Contractor shall refrain from seeking contracts that incorporate Contractor generated specifications or work statements until it first demonstrates, to the satisfaction of the Contracting Officer, that obtaining such other contracts will not create an actual or potential organizational conflict of interest with work performed on this Contract/Task Order. The Contractor shall comply with the provisions of the Contract/Task Order clauses entitled "Organizational Conflicts of Interest," "Notification of Conflicts of Interest Regarding Personnel," "Limitation of Future Contracting," and "Annual Conflict of Interest Certification" to meet this requirement, which shall be incorporated into the Contract/Task Order.

Technical Direction

If specific tasks that fall within the scope of the performance objectives of this PWS are requested, amplified, or clarified by written technical direction, the Contractor shall comply with that direction, which shall become a part of this Contract/Task Order. Technical direction may be formalized on a Government provided Task Directive form or other written documentation as decided between the parties. The Contractor's representative shall acknowledge receipt of such technical direction in writing.

Task directives may include deliverables that are not initially identified in this Contract/Task Order. If so, task directives shall include specific delivery dates and places for reports and studies or a specific completion date for support services. As an alternative, the task directives may require the Contractor to establish time lines and milestones for completion of tasks. Government specified delivery or completion dates and Government approval of Contractor proposed time lines or milestones shall be binding on the Contractor.

If the Contractor believes that any technical direction requires performance of work that is outside the scope of this Contract/Task Order, the Contractor shall immediately contact the Contracting Officer.

8 Personnel Requirements

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NOTE: The Government, at its sole discretion, may consider substitutions and/or requests for deviation from any of the following personnel qualifications (e.g., experience in lieu of education), if to do so would be in the best interest of the Government.

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Personnel Qualifications – General

The contractor shall employ a staff with sufficient experience and expertise to perform each of the tasks in PWS.

All personnel working on this contract shall meet the following minimum educational and experience requirements.

- All personnel shall have training that is appropriate for the tasks and labor category to which they will be assigned according to customary commercial practice.
- All personnel shall have experience that is appropriate for performing the tasks and labor category to which they will be assigned.
- If applicable, all personnel shall meet the minimum requirements set for in the Federal Supply Schedule (FSS) contract or Government-wide Acquisition Contract (GWAC) upon which this Contract/Task Order is based.

The Contractor shall furnish adequate documentation to substantiate compliance with this requirement for each assigned staff member. The Contractor shall certify as to the accuracy and completeness of the supporting documentation.

Project Manager Requirements

The Contractor's Project Manager shall be the primary point of contact for the Government and shall be responsible for the management, content, and quality of work performed on this Contract/Task Order. The Contractor's Project Manager must be available to coordinate with Government representatives on a daily basis if required. The Contractor shall provide the Project Manager who is specified in their proposal for a minimum of the initial period of this Contract/Task Order, unless otherwise agreed between the parties. The Contractor shall provide a competent backup for the Project Manager in the event of a temporary absence and a competent replacement for the Project Manager in the event of the PM's extended absence (more than two weeks or other time as agreed between the parties).

The project manager and alternate(s) must be able to communicate clearly and effectively in both an oral and written context (read, write, speak, and understand English.)

The Project Manager must have credentials that substantiate that he or she has

- educational attainment that is appropriate for managing the type of work described in the PWS, both in size and scope.
- 10+ years of experience in waterfall and Agile software development project management.
- successful management of project tasks and coordination of employees in various labor categories and with various skills in projects of similar size and scope as the one identified in this PWS.
- 5+ demonstrated experience managing, coordinating, and facilitating a team's efforts effectively and efficiently in a Time and Material/Labor Hour and Firm-Fixed-Price contracted environment within a Federal agency of similar or greater size than GSA
- sufficient experience to be conversant in and have a working knowledge of each of the five (5) technical objectives of the PWS. The PM's experience must demonstrate that he or she can understand all aspects of the work, with the ability to direct the staff to perform successfully.
- industry certifications that compliment work experience and support Contract/Task Order performance; examples include PMI PMP, PMI-ACP, DevOps Certified Agile Service Manager, or other equivalent certifications
- an appropriate security clearance as prescribed in Section 9, "Security Requirements" of this PWS.

Key Personnel

Definition & List of Key Personnel

Key Personnel are defined as those individuals who are so essential to the work being performed that the contractor shall not divert them to other projects or replace them without receiving prior approval from the Contracting Officer. This includes substitution of those originally proposed at the time of Contract/Task Order award*. Substituted personnel must have equal or better qualifications than the person they replace, subject to the Government's discretion.

The following are the minimum personnel who shall be designated as “Key.” The Government does not intend to dictate the composition of the ideal team to perform this TO. Therefore, the Government will allow and will evaluate up to two additional Key Personnel as proposed by the offeror.

**Lead Architect
Solutions Architect
DevOps Engineer**

The Government desires that Key Personnel be assigned for the duration of the task order.

The key personnel shall have the following minimum qualifications.

LEAD ARCHITECT

It is desirable that the Lead Architect have the following qualifications:

- 8+ years’ experience in one or more architecture domains (e.g. business architecture, solutions architecture, application architecture)
- Advanced knowledge and experience in one or more current programming languages (E.g. - Java, Javascript (including AngularJS), Python, Ruby or PHP)
- Experience defining the architecture of cloud deployed applications (AWS preferred)
- Experience with containerized applications using Docker, Kubernetes or other similar tooling
- Experience defining and driving SecDevOps best practices within large teams
- Experience establishing legacy modernization and migration roadmaps for large scale applications
- Experience building applications using service-oriented, micro service, and/or API based architectures at an enterprise scale
- Experience with event-driven applications using queues, service bus and other related patterns
- Exceptional verbal and written communication skills
- Ability to work with limited direction

SOLUTIONS ARCHITECT

It is desirable that the Solutions Architect have the following qualifications:

- Enterprise Architecture - 3+ years’ experience
- Designing and architecting large scale applications, including SaaS and cloud based applications - 3+ years’ experience
- Java/Web Applications and contemporary development platforms/frameworks - 5+ years’ experience
- Experience taking disparate business problems and delivering the best technology solutions for large scale applications - 3+ years’ experience
- Experience working in one or multiple IT areas, but with the versatility to grow in other areas:

- Cloud enabled/cloud native solutions
- SecDevOps
- Advanced Analytics
- Machine Learning/Artificial Intelligence/Robotic Process Automation
- Integration/API/Microservices
- User Experience
- Agile Methodologies e.g. Scrum, Kanban, SAFe, Lean
- Excellent communication skills
- Ability to work collaboratively
- Ability to influence and negotiate

DEVOPS ENGINEER

It is desirable that the DevOps Engineer have the following qualifications:

- The DevOps Engineer requires 3 to 5 years of programming experience
- Experience using a wide variety of open source and COTS technologies and tools
- Experience automating operations and workflows
- Solid understanding of and experience implementing and integrating CI/CD Tools from the ground up, such as Atlassian (JIRA and Confluence), Github, Jenkins, Ansible, Artifactory, Docker, Kubernetes, Selenium, SonarQube, Gatling, JMeter, JUnit, AMP, aChecker, Jaws, Netsparker, OWASP ZAP, Tenable Nessus, Splunk, Prometheus, CloudWatch, New Relic, Grafana, Slack/Google Hangouts Chat
- Strong background working in an agile development environment, collaborating with Application Development and Architecture Teams
- Experience with service-oriented architecture, web services, Application Programming Interfaces
- Experience working in a High Availability environment with 99.99%+ uptime
- Strong background in Amazon Web Service (AWS), MySQL, PostgreSQL, MongoDB Apache, NGINX, PHP
- Comfortable writing deployment scripts in languages such as Python, Shell, AWS Cloud Formation, Groovy, and Golang
- Experience with systems and IT operations
- Comfort with with automated, frequent, incremental code testing and deployment
- Strong grasp of automation tools
- Data management skills
- A strong focus on business outcomes
- Comfort with collaboration, open communication and reaching across functional borders

Key Personnel Substitution

The Contractor shall not remove or replace any personnel designated as key personnel without making a written request to and receiving written concurrence from the Contracting Officer. The Contractor's request for a change to key personnel shall be made no later than thirty (30) calendar days in advance of any

proposed substitution and shall include a justification for the change. The request shall (1) indicate the labor category or labor categories affected by the proposed change, (2) include resume(s) of the proposed substitute in sufficient detail to allow the Government to assess their qualifications and experience, and (3) include a statement addressing the impact of the change on the Contractor performance. Requests for substitution will not be unreasonably withheld by the Government. The Government will approve initial contractor key personnel at time of award. Replacement key personnel will be approved via modification to the Contract/Task Order. If the Government CO and the COR determine that the proposed substitution, or the removal of personnel without substitution or replacement, is unacceptable or would impair the successful performance of the work, the Contracting Officer will request corrective action. Should the Contractor fail to take necessary and timely corrective action, the Government may exercise its rights under the Disputes provisions of this contract or take other action as authorized under the provisions of this Contract/Task Order, the Prime contract upon which this order is based, or pursue other legal remedies allowable by law. Key personnel substitution may not be made within 18 months of contract award, or within 12 months of designation of a replacement.

Personnel Substitutions

Although Government approval is not required prior to replacing any of its non-key personnel staff, the Contractor shall provide resumes or other adequate documentation to verify to the Government that all proposed replacements (temporary or permanent) meet the security and minimum educational and experience requirements of this PWS. Additionally, the Government shall be notified at least 30 calendar days in advance of any planned staff member being removed, rotated, re-assigned, diverted or replaced. The contractor shall include a transition plan that ensure continuity of service as part of the notification.

Staff Maintenance

Due to the demanding nature of this program, it is essential that the Contractor maintain sufficient staffing levels to accomplish all required tasks. This is especially true because many labor skills are in short supply and the program must rely on a single employee to fill one or multiple roles. During any transition of personnel, the Contractor shall make every effort to maintain manning without loss of service days to the Government. This may necessitate the use of temporarily assigned employees to fill short term gaps between permanently assigned employees.

The Contractor is required to use and/or replace all personnel with those who meet the minimum qualifications as stipulated above, in this PWS Section 7 –Personnel Qualifications and Staff Employee Requirements, and should strive to replace departing personnel with those having appropriate and/or equal qualifications. Failure on the part of the Contractor to employ an adequate number of qualified personnel to perform this work will not excuse the Contractor from failure to perform required tasks within the cost, performance, and delivery parameters of this contract / Contract/Task Order.

Contractor Employee Work Credentials.

Contractors shall ensure their employees and those of their Subcontractors have the proper credentials allowing them to work in the United States. Persons later found to be

undocumented or illegal aliens will be remanded to the proper authorities.

9 Security Requirements

Compliance with Security Requirements

The contractor and all subcontractors are required to comply with all security regulations and directives as identified herein and other security requirements as are shown elsewhere in this contract. The Contractor and any subcontractors must insert the substance of this section in all subcontracts.

Security Requirements

Contractors entering into an agreement for services to the General Services Administration (GSA) and/or its Federal customers shall be contractually subject to all GSA and Federal IT Security standards, policies, and reporting requirements. The Contractor shall meet and comply with all GSA IT Security Policies and all applicable GSA and NIST standards and guidelines, other Government-wide laws and regulations for protection and security of Information Technology.

IT Security Procedural Guide: Security and Privacy Requirements for IT Acquisition Efforts CIO-IT Security-09-48, Section 2.4 states "The Contractor shall comply with Assessment and Authorization (A&A) requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the A&A is based on the System's NIST Federal Information Processing Standard (FIPS) Publication 199 categorization."

A. IT SECURITY REQUIREMENTS

Contractors are required to comply with the following Federal Information Processing Standards (FIPS), and the "Special Publications 800 series" guidelines published by NIST. Federal Information Processing Standards (FIPS) publication requirements are mandatory for use. NIST special publications (800 Series) are guidance, unless required by a FIPS publication, in which case usage is mandatory.

- [FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems"](#)
- [FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems"](#)
- [FIPS PUB 140-2, "Security Requirements for Cryptographic Modules"](#)
- [NIST Special Publication 800-18 Revision 1, "Guide for Developing Security Plans for Federal Information Systems"](#)
- [NIST Special Publication 800-30 Revision 1, "Guide for Conducting Risk Assessments"](#)
- [NIST Special Publication 800-34 Revision 1, "Contingency Planning Guide for Federal Information Systems"](#)
- [NIST Special Publication 800-37 Revision 1, "Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Lifecycle Approach"](#)

- [NIST Special Publication 800-47, “Security Guide for Interconnecting Information Technology Systems”](#)
- [NIST Special Publication 800-53 Revision 4, “Security and Privacy Controls for Federal Information Systems and Organizations”](#)
- [NIST Special Publication 800-53A Revision 4, “Assessing Security and Privacy Controls in Federal Information Systems and Organizations: Building Effective Assessment Plans”](#)

The contractor may have access to sensitive (to include privileged and confidential) data, information, and materials of the United States (U.S.) Government. These printed and electronic documents are for internal use only and remain the sole property of the U.S. Government. Some of these materials are protected by the Privacy Act of 1974 (AMENDED) and Title 38. Unauthorized disclosure of Privacy Act or Title 38 covered materials is a criminal offense.

The following clauses are incorporated into this task order in full text.

Safeguarding Sensitive Data and Information Technology Resources

(a) In accordance with FAR 39.105, this section is included in the contract.

(b) This section applies to all who access or use GSA information technology (IT) resources or sensitive data, including awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

(c) The GSA policies as identified in paragraphs (d), (e) and (f) of this section are applicable to the contract. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.gsa.gov/directives>.

(d) All of the GSA policies listed in this paragraph must be followed.

- (1) CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- (2) CIO P 2100.1 GSA Information Technology (IT) Security Policy
- (3) CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- (4) CIO 9297.1 GSA Data Release Policy
- (5) CIO 9297.28 GSA Information Breach Notification Policy

(e) All of the GSA policies listed in this paragraph must be followed, when inside a GSA building or inside a GSA firewall.

- (1) CIO P 2100.28 GSA Wireless Local Area Network (LAN) Security
- (2) CIO 2100.38 Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- (3) CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- (4) CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- (5) ADM P 9732.1 D Suitability and Personnel Security

(f) The GSA policies listed in this paragraph must be followed, if applicable.
[Contracting Officer check all policies that apply.]

- (1) ☒ CIO 2102.1 Information Technology (IT) Integration Policy
- (2) ☒ CIO 2105.1 C GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- (3) ☒ CIO 2106.1 GSA Social Media Policy
- (4) ☐ CIO 2107.1 Implementation of the Online Resource Reservation Software
- (5) ☒ CIO 2108.1 Software License Management
- (6) ☒ CIO 2160.29 GSA Electronic Messaging and Related Services
- (7) ☒ CIO 2160.4A Provisioning of Information Technology (IT) Devices
- (8) ☒ CIO 2162.1 Digital Signatures
- (9) ☒ CIO P 2165.2 GSA Telecommunications Policy

(g) The contractor and subcontractors must insert the substance of this section in all subcontracts.

End of Clause

B SECURITY INVESTIGATIONS

Contractor personnel working under this Task Order may undergo a Moderate Risk Background Investigation, and must have a favorable outcome after the investigation and adjudication in order to work on this task order. When Government on-site meetings are required, the Government will provide ID badges (see below) to contractor personnel to ensure that they are approved for access to Government facilities. Those contractor employees who require access to government IT systems will be required to complete mandatory Security Awareness and Privacy Training (this training is often provided internally by GSA via GSA Online University).

Contractor personnel shall be required to obtain a "Tier2S" (formerly an MBI) investigation to work on this task order.

Personal Identity Verification Card & ID Badges

When Government facilities are utilized in performance of this contract, the Government will provide photo identification, such as Personal Identity Verification (PIV) Card and Restricted Area Badge (as required). The Contractor shall comply with all requirements necessary to obtain a PIV and Restricted Area Badge.

Facility Security Requirements

Not Applicable.

Personal Identity Verification

The Contractor shall comply with the following Personal Identity Verification clause.

52.204-9, Personal Identity Verification of Contractor Personnel. (Jan 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12),

Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

End of Clause

Unescorted Entry Authorization Certificate

See the paragraph entitled “Personal Identity Verification Card & ID Badges”, above.

Non-Disclosure Statement.

Each Contractor employee (including temporary employees) assigned to work under this contract / order shall complete the attached “Contractor Employee Non-Disclosure Agreement”. A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the GSA Technical Representative prior to performing any work under this contract.

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)

18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)

Public Law 96-511 (Paperwork Reduction Act)

10 Period of Performance

The maximum potential period of performance of this order is five years starting on the day of Contract/Task Order award or designated effective date; with a Base Period of 12 months and four Option Periods of 12 months each. The Government reserves the unilateral right to exercise an option period prior to the expiration of the Base or option period. The Government shall give the Contractor at least 30 days prior notice of its intent to exercise the option.

Planned performance periods are as follows:

Base Period: June 1, 2019 to May 31, 2020

Option Year 1: June 1, 2020 to May 31, 2021

Option Year 2: June 1, 2021 to May 31, 2022

Option Year 3: June 1, 2022 to May 31, 2023

Option Year 4: June 1, 2023 to May 31, 2024

11 Deliverables

Items, Time of Delivery, Place of Delivery

Support services shall be performed to meet a specific task objective. The task objectives and the period of performance shall be stated on individual Task Directives. Task Directives shall include a specific delivery date for reports and studies or a specific completion date for support services. As an alternative, the Task Directives may require

the Contractor to establish time lines and milestones for completion of tasks. Government specified delivery or completion dates and Government approval of Contractor proposed time lines or milestones shall be binding on the Contractor. Support services and data items shall be delivered to the Government in compliance with the performance measures and quality requirements set forth in the QASP.

The Contractor shall deliver the data items listed in the table, below.

PWS Ref.	Event or Item Title	Delivery Time	Delivery Place
	Project Start	Date of Award	
Sec 9	Contractor Employee Non-disclosure Agreement (one for each employee assigned to work on this order)	After award but prior to commencement of performance by each Contractor or Subcontractor employee	Electronically to the GSA ITSS System & email to the COR
Sec 5 Objective 1	Kick-off Meeting	within 5 business days after award or as agreed by the parties	
Sec 5 Objective 1	Kick-off Meeting Minutes	within 5 business days after the kick-off meeting	Electronically to the GSA ITSS System
Section 12	Quality Control Plan-Draft	10 Business Days after award.	Electronically to the GSA ITSS System
Section 12	Quality Control Plan-Final	30 Business Days after Government review. (The Government shall review and provide comments within 7 business days after receipt of the draft QCP.)	Electronically to the GSA ITSS System
Section 4, Technical Objective 1 & Section 11	Staff Matrix A complete and current list of Contractor employees and the task/office/function they are supporting	Furnished at the kick-off meeting with an update furnished on or before the date of any personnel change.	Electronically to the GSA ITSS System
Section 4, Technical Objective 1 & Section 11	Funds and Man-Hour Expenditure Report	NLT 10 business days after end of month.	Electronically to the GSA ITSS System
Section 4, Technical Objective 1 & Section 11	Monthly Status Report – Final	NLT 10 business days after end of month.	Electronically to the GSA ITSS System

Section 4, Technical Objectives	Technical Reports / Studies - Draft	As required	Electronically to the GSA ITSS System
Section 4, Technical Objectives	Technical Reports / Studies - Final	10 Business Days after Government review. (The Government shall review and provide comments within 7 business days after receipt of the draft report/study.)	Electronically to the GSA ITSS System
Section 4, Technical Objectives	Presentation Material	As required	Electronically to the GSA ITSS System

Data Requirements / Descriptions

Documentation provided in response to the objectives will be in the Government's template format. If no format is prescribed, documents may be in the Contractor's preferred format using Google G Suite products.

The content of all data items, if not self-explanatory from the template format, shall be agreed upon between the parties.

Contractor Employee Non-Disclosure Agreement

The Contractor shall furnish a signed "Contractor Employee Non-Disclosure Agreement" for each Contractor and Subcontractor employee assigned to work under this contract / order, prior to their starting work. (See Section 9)

Quality Control Plan

The Contractor shall deliver a QCP as defined in Section 12 of this PWS.

Staff Matrix

The Contractor shall furnish a complete and current list of Contractor and Subcontractor employees who are assigned to work under this contract / order. The matrix shall include the staffing chart showing the name of each employee, his or her position in the staffing plan, job title, and the Government's task/office/function they are supporting. The lines of authority and responsibility of each staff member shall also be made clear to the Government. The matrix shall be updated with each change in personnel, job title, position in the staffing plan, or assignment of area of responsibility.

Funds and Man-Hour Expenditure Report

The contractor shall provide a Funds and Man-Hour Expenditure Report that provides the current Contract/Task Order accounting information indicated below. The Contractor can determine the format of the report provided it includes, at a minimum, the following information:

- Expenditures for labor, material, travel, and any other charges.
- Matrix of Actual hours expended vs. planned and/or funded hours, and an explanation of significant variances between planned and expended hours.

The report shall include amounts for the current monthly reporting period and the cumulative actual vs. planned hours and amounts for the entire contract/order up to the report date.

- Burn rates for the current period and the cumulative amount for the entire contract/order up to the report date. The information shall be presented in numerical and chart format for each CLIN
- Cross-walk of work performed to amounts billed.

In addition, the Funds and Man-Hour Expenditure Report shall include labor charges for actual hours worked and Support Items, which are authorized in the task (e.g., travel, training, etc.). Charges shall not exceed the authorized cost limits established for labor and Support Items. The government will not pay any unauthorized charges. Original receipts, travel vouchers, etc. completed in accordance with government Travel Regulations shall be maintained by the contractor to support charges other than labor hours and made available to government auditors upon request.

Monthly Status Report (MSR)

The contractor shall provide a MSR that briefly summarizes, by task, the management and technical work conducted during the month. The contractor shall provide at a minimum the following information:

- Summary of effort, progress and status of all activities/requirements by task linked to deliverables as appropriate
- New work added since the previous Monthly Status Meeting
- Brief summary of activity planned for the next reporting period
- Deliverables submitted for the period by task and linked to the milestone schedule
- All standards followed in support of the requirements
- Staffing
- Milestone updates and schedule changes, issues and/or variances.
- Problems or issues
- Government action requested or required

Trip Reports

Not Required.

Other Reports

Content of other reports is self-explanatory or should be agreed upon between the parties.

12 Quality Assurance and Quality Control

Contractor Quality Control Plan (QCP)

The Contractor shall be responsible for quality assurance and quality control of all services performed and all items delivered under this contract/order.

The Contractor shall prepare and maintain a Quality Control Plan (QCP) as a guide for

implementing quality assurance and quality control procedures. The Contractor shall submit the QCP to the Government for information and acceptance. The Government has the right to require revision of the Contractor's QCP should its implementation fail to control the quality of items and/or services delivered under this contract/order.

The QCP shall include an explanation of the processes and procedures for ensuring satisfactory performance and delivery of quality items and/or services. Additionally, as a minimum, the QCP shall include the following items.

- A description of the inspection system to cover all major services and deliverables. The description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title of inspectors.
- A description of the methods to be used for identifying and preventing defects and deficiencies in the quality of service performed.
- A description of the records to be kept to document inspections and corrective or preventative actions taken.

All records of inspections performed shall be retained and made available to the Government upon request throughout the Contract/Task Order performance period, and for the period after Contract/Task Order completion, until final settlement of any claims under this Contract/Task Order.

The Contractor shall implement a quality program based on its QCP. In compliance with the QCP, the Contractor shall manage, surveil, assess, improve and/or correct contract performance to ensure the quality of the services and deliverable products, as a minimum, meet the level of quality required by the Government Functional Managers or Technical Representatives.

In the event of quality concerns, identified by the Government, the Contractor shall immediately take corrective action in response to Government required changes to the QCP.

The QCP shall be delivered to the Government as stipulated in the Delivery Schedule, see Paragraph 6.1 of this PWS, above.

Government Quality Assurance Surveillance Plan (QASP)

The Government will evaluate Contractor performance under this contract / Contract/Task Order in accordance with the attached Quality Assurance Surveillance Plan (QASP). The purpose of this evaluation is to ensure that Contractor performance meets Government requirements. The QASP also indicates the potential decrease in compensation for unsatisfactory performance due to a reduction in value received. The Government reserves the unilateral right to change the QASP at any time during contract performance provided the changes are communicated to the Contractor by the effective date of the change. The QASP along with its attached "Surveillance Objectives, Measures, and Expectations" and "Performance Evaluation" chart identifies evaluation procedures, PWS items to be evaluated, and the measures against which performance will be evaluated. The QASP is provided as an attachment to this PWS.

13 Government Furnished Items

The Government will provide the following resources to the Contractor for task performance:

Data

The Government will provide documents reports, database access, data, and other information as available and as required to facilitate accomplishment of work, as stated within this PWS.

The contractor is responsible for obtaining data necessary to perform each task if that data is in the public domain and is not otherwise furnished by the government.

Equipment – Tools - Accessories

For contractors who have received appropriate investigation responses, the Government will provide access to the GSA Network. The contractor is responsible for providing staff workstations and tools necessary to complete tasks.

The Contractor shall immediately terminate Government network access for any employee terminated or transferred from this contract. This is a condition of GFP.

Materials

Not applicable to this contract/order.

Facilities

From time to time, as dictated by task requirements, contractors may be required to work at the GSA Headquarters. In those cases, the Government will provide access to tools to schedule workspaces/conference rooms.

NOTE: All Government-provided products and facilities remain the property of the Government and shall be returned upon completion of the support services. Contractor personnel supporting this requirement shall return all items that were used during the performance of these requirements by the end of the performance period.

Safeguarding Government Furnished Property - Physical Security

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work period, Government facilities, property, equipment and materials shall be secured. The Contractor shall be responsible for any damage caused by his personnel to the building, finishes, furnishings, equipment, etc., and shall repair, clean, replace, or restore damaged items to the condition existing immediately prior to the item being damaged.

Training

During the course of this contract / order the Government may require Contractor employees to receive specialized training in areas necessary to allow the Contractor to fulfill the requirements of this contract / order (e.g., LAN Information Assurance Training,

Government unique software or software tools, Security Training). In such cases Government mandated training shall be considered part of this contract and charged against the task(s) to which the individual Contractor employee is assigned.

NOTE: The Contractor shall be responsible for the supervision, training and guidance of its personnel to accomplish this contract / order. Unless Contractor employee training is specifically identified and authorized by the Government, in writing, the Contractor shall not bill the Government for employee time spent in training or for any costs related to or associated with Contractor employee acquired training. This applies to training of any type or for any purpose, including training that is either necessary for job or employment eligibility or a prerequisite to performance of work under this contract/order, whether general in nature or specialized and unique to this requirement.

Government-Furnish Services

Not Applicable

14 Government Delays in Reviewing Deliverables or Furnishing Items

If contractor performance or submission of deliverables is contingent upon receipt of government furnished items (data, equipment, materials, facilities, and support) or input, or upon government review and approval of interim items or draft documents (collectively referred to as Government Performance), the government shall specify when it will provide such items or input, or the time it will need to perform reviews or give approvals. If the government fails to meet item, input, review, or approval deadlines, contractor performance or submission of deliverables shall automatically be extended one calendar day for each day of government delay. The contractor shall promptly advise the Contracting Officer of any delays in receipt of government furnished items, input, reviews, or approvals. If dates for Government performance are not specified in this contract/order or associated task directives, this clause will not apply, and contractor delays must be handled or negotiated under other provisions of this contract or order.

15 Notices

Contracting Officer's Representative

The work to be performed under this contract is subject to monitoring by an assigned Contracting Officer's Representative (COR). The COR appointment letter, outlining the COR responsibilities under this contract/order, will be provided to the contractor under separate cover upon request. Questions concerning COR appointments should be addressed to the Contracting Officer.

Government Technical Representative - Task Management

In addition to the COR, the Government may assign one or more project officers to manage and monitor the work under this contract / Task Order. One of these individuals may be assigned as the Government Technical Representative. The Government Technical Representative will participate in project meetings and review Contract/Task Order deliverables and will provide technical assistance and clarification required for the performance of this task. Refer to the attached QASP for specific information on project

monitoring.

16 Contact Information

Contractor Contacts

[To be added at time of contract award.]

Government Contacts

GSA-IT Office of Acquisition IT Services
Primary
Mr. David Griffin, GSA Project Manager/COR
1800 F Street NW
Washington, DC 20405
Phone (619) 741-3746
Email: davidr.griffin@gsa.gov

GSA-IT Office of Acquisition IT Services
Alternate
Ms. April Kestyn, GSA Project Manager/COR
1800 F Street NW
Washington, DC 20405
Phone (710) 943-7240
Email: april.kestyn@gsa.gov

GSA Federal Acquisition Service
Primary
Ms. Amanda Foster, Contracting Officer
230 South Dearborn Street, Rm 3300
Chicago, Illinois 60604
Phone: (217) 492-5021
Fax: (312) 886-3827
Email: amanda.foster@gsa.gov

GSA Federal Acquisition Service
Alternate
Mr. Eben Greybourne, Supervisory Contracting Officer
230 South Dearborn Street, Rm 3300
Chicago, Illinois 60604
Phone: (312) 886-3811
Fax: (312) 886-3827
Email: eben.greybourne@gsa.gov

17 Additional Provisions

Data Rights

The Government shall have unlimited royalty free rights to all data originally developed, generated and delivered under this contract or order as prescribed by the clause entitled Rights in Data—General (FAR 52.227-14) which is incorporated into this task order or

into the indefinite quantity contract upon which this order is based. The Contractor shall retain all rights to data used to meet the requirements of this task order if developed solely at the Contractor's expense for their commercial applications and sales.

The Government shall have the right to use all commercially developed and privately funded data delivered under this contract or order in accordance with, and subject to, the published agreements and restrictions that accompany that data.

Limited Use of Data

All data delivered or made available to the Contractor as Government Furnished Data shall remain the property of the Government and shall only be used by the Contractor in the performance of this contract or order. The Government retains all rights to Government Furnished Data.

At the conclusion of this contract/order all Government Furnished Data shall be dealt with according to the disposition instruction provided by the Contracting Office. If the Contracting Officer fails to provide disposition instruction for Government Furnished Data within thirty days of Contract/Task Order end, the Contractor shall return all hard copy data and delete or otherwise destroy all electronic data.

Proprietary Data

The Contractor shall not employ the use of any proprietary data or software in the performance of this contract without the advanced written consent of the Contracting Officer.

Inspection and Acceptance

Inspection and acceptance will occur in accordance with the clause entitled Inspection of Services – Time and Material and Labor Hour (FAR 52.246-6) or Inspection of Services – Fixed Price (FAR 52.246-4), as applicable to each Contract/Task Order. In the absence of other agreements negotiated with respect to time provided for government review, deliverables will be inspected and the contractor notified of the Government's Technical Representative's findings within five (5) work days of normally scheduled review. Unacceptable or unsatisfactory work will be handled as outlined in the QASP. Acceptance of invoices shall constitute acceptance of performance.

Inspection and acceptance shall be at destination.

Contract Type

This Contract/Task Order/contract will be awarded using a labor hour contract type.

Ceiling Price Notification

Per clause 52.323-7, Payments under Time-and-Materials and Labor-Hour Contracts, the contractor is reminded – "If at any time the Contractor has reason to believe that the hourly rate payments and travel costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation."

Contract/Task Order Funding

It is anticipated that the Contract/Task Order will be incrementally funded. Accordingly, the following provision applies.

Incremental Funding

(GSA 5QZA AOD Memo, Subject: Incremental Funding-3 2009 01 (revised 07-23-09)

This project may be incrementally funded. If incrementally funded, funds will be added to this task via a unilateral modification as they become available. Contractor shall not perform work resulting in charges to the government that exceed obligated funds.

The Contractor shall notify the Contracting Officer in writing, whenever it has reason to believe that in the next 60 days, when added to all costs previously incurred, will exceed 75% of the total amount so far allotted to the contract/order by the Government. The notice shall state the estimated amount of additional funds required to complete performance of the contract/order for the specified period of performance or completion of that task.

Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract/order or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

The government is not obligated to reimburse the Contractor for charges in excess of the obligated funds and the Contractor is not obligated to continue performance or otherwise incur costs that would result in charges to the government in excess of the amount obligated under this order.

End of clause

Material and Material Handling Costs

Not Applicable

Productive Direct Labor Hours

The Contractor shall only charge for labor hours when work is actually being performed in connection with this Contract/Task Order and not for employees in a "ready" status only. For this Contract/Task Order 1 FTE (full time equivalent) = 1920 labor hours.

Invoicing and Payment

Payments will be made in accordance with the clause entitled Payments (FAR 52.232-1) or Payments under Time-and-Materials and Labor-Hour Contracts (FAR 52.232-7).

The Contractor may invoice for items upon their delivery or services when rendered. Billing and payment shall be accomplished in accordance with contract terms and GSA

payment procedures. Invoice submission instructions shall be provided at the time of award.

Payment for Unauthorized Work

The Contractor will not be paid for the performance of work that is not authorized under this Contract/Task Order. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor on their own volition or at the request of an individual other than a duly appointed CO, COR, or Government Technical Representative. Only a duly appointed CO is authorized to change the specifications, terms, or conditions under this effort.

Payment for Correction of Defects

The Contractor will not be paid for re-performance of defective or deficient fixed priced work or profit associated with re-performance of any defective or deficient time and material or labor hour work.

Attachments

QASP (Quality Assurance Surveillance Plan)

Organizational Conflict of Interest (OCI) Provisions

OCI post-award certification - form

OCI annual certification - form

Contractor Employee Non-disclosure agreement

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

FOR

Task Order ITSS Solicitation # ID16190003

CIO Modernization and Enterprise Transformation (COMET) Architecture, Engineering, and Advisory Support

**A procurement by the
U.S. General Services Administration
Region 5 Federal Acquisition Service, Contracting Division
on behalf of
GSA Chief Information Officer
Office of Acquisition IT Services
Washington, D.C**

**NAICS 541512 – Computer Systems Design Services
Product Service Code D399 – Other IT and Telecommunications**

Introduction

This QASP (Quality Assurance Surveillance Plan) has been developed in accordance with FAR 46.4.

This QASP has been developed to provide an effective and systematic method for monitoring, evaluating, and documenting contractor performance of the requirements in the PWS (Performance Work Statement), SOW (Statement of Work), or SOO (Statement of Objectives) of this task order. The government will monitor contractor performance to assess the acceptability of the services provided or items delivered and not the details of how the contractor accomplishes the work.

The Government retains the right to inspect all services and supplies furnished under this contract / order in accordance with the provisions of the contract regardless of their specific inclusion in this QASP.

Contractor Responsibility

The contractor, and not the government, is responsible for managing work, ensuring that performance is satisfactory and compliant with contract provisions, and performing quality control and quality assurance functions to ensure that products and/or services meet contract requirements. Additionally, the contractor is responsible for taking all actions necessary to correct unsatisfactory, deficient, or non-compliant work.

Surveillance Monitoring

Contractor performance under this task order will be monitored by the GSA Contracting Officer's Representative (COR).

Surveillance methods will include review and analysis of services and end items, monitoring timeliness of deliveries, and observance of management practices and professionalism exhibited by contractor employees. The specific performance objectives are listed and described in the PWS/SOW/SOO or in the attached Surveillance Objectives, Measures, and Expectations (if applicable).

Responsibilities of the Contract Monitors

- A. The Contracting Officer's Representative (COR), with assistance from subject matter experts (SMEs) if required, is responsible for monitoring, evaluating, and documenting contractor performance. The COR shall perform the following functions.
1. Discuss performance requirements with the contractor during the pre-performance conference.
 2. Establish a schedule for routine monitoring events, if applicable.
 3. Review, monitor, and evaluate all items (services performed, work products, and/or delivered items) as listed in the PWS/SOW/SOO in accordance with the stated performance measures. Verification of the level of performance compliance shall be performed by analysis, demonstration, inspection, or test. The evaluator shall determine the degree to which contractor performance meets the established performance standards.

4. Verify timeliness of deliveries and performance.
5. Hold performance assessment meetings with the government SMEs and management, if required.
6. Complete and/or compile performance documents for each evaluation period. These documents include—
 - a. The Contractor's Monthly Project Status Reports, if applicable.
 - b. The Contractor's Monthly Labor Hour and Expenditure Report, if applicable.
 - c. The Contractor Performance Report (using the CPARS (Contractor Performance Assessment Reporting System) Standard Contractor Performance Report, or other approved reporting document) - The Contractor Performance Report should be completed by the COR within two weeks after the end of each evaluation period. The Contractor Performance Report is to include the following information.
 - (1) Contract or Order number
 - (2) Dates of the evaluation period.
 - (3) The standards and measures used to make performance evaluations.
 - (4) Input from the contract monitors, COR and any assisting SMEs, including--
 - (a) Observations of performance (positive, acceptable, negative, unacceptable, including both successful achievements and deficiencies) in each of the areas listed on the Performance Evaluation Report. This can include observations and input from stakeholders and those reliant upon or recipients of the contractor's performance.
 - (b) Notation of deficiencies or non-compliance with contract or delivery order provisions, statement of work requirements, or task directives. These notations will include a narrative describing the deficiencies or non-compliance, a reference to the contractual provisions or requirement related to the deficient or non-compliant performance, and date the deficiency or non-compliance was discovered or became known.
 - (5) The date and signature of the COTR, CR and/or ACR on each entry.
 - d. Documentation of the date and time the contractor is notified of any deficiency. This documentation shall include a copy of the written deficiency notification sent to and acknowledged by the contractor.
 - e. Documentation of the date and time the contracting officer is notified of any contractor deficiency.
 - f. Documentation of the action(s) or inaction(s) taken by the contractor to correct any deficiency.
 - g. Documentation shall be made on the Performance Evaluation Report (or AF Form 372, if applicable).
7. Ensure that the narrative of all observations is accurate and factual in every respect. The narrative shall be legible and provide the evaluator's observations, evaluation, and conclusions in precise descriptive language. Generalities, personal opinions and vague or ambiguous statements are not acceptable.
8. Provide an updated copy of the Contractor Performance Report to the requiring agency's program manager and to the contracting officer upon completion of the evaluation.
9. Meet with the contracting officer to—
 - a. Report the results of contractor surveillance.

- b. Report the requesting agency's acceptance of services.
- c. Determine the government's plan of action in the event of unacceptable, unsatisfactory, deficient, or non-compliant contractor performance.

10. Recommend needed changes to the QASP to the Contracting Officer.

- B. Any assigned technical monitors shall promptly notify the GSA COR should any significant contractor performance problem arise or become known between scheduled evaluation events.
- C. The contract monitors are to be objective, fair, and consistent in evaluating contractor performance.
- D. Upon completion of the contract or task order, all surveillance documentation shall be included in the contract file along with all other contract documents, i.e., Statement of Work and addenda, contract/task order and all modifications, meeting reports and minutes, correspondence pertaining to this contract or order, etc.
- E. Contractor performance and surveillance documentation can be used to complete Contractor performance evaluations that are submitted to the past performance data base.

Taking Corrective Actions.

The government will promptly notify the contractor of any unsatisfactory, unacceptable, deficient, non-conforming, or non-compliant performance or deliverables. The contractor shall have the opportunity to review the government's determination and provide comments.

Any contractor performance problems that result from the failure of the government to fulfill any of its obligations under the contract or order, upon which contractor performance is dependent, will not be assessed and documented as contractor deficiencies or non-compliance, to the extent of Government liability.

The contractor shall be responsible for correcting all unsatisfactory, unacceptable, deficient, or non-compliant performance. For firm fixed-price contracts, the cost of re-performing unsatisfactory, unacceptable, deficient, or non-compliant work will be the sole responsibility of the Contractor. For Labor-Hour contracts, the cost of re-performing unsatisfactory, unacceptable, deficient, or non-compliant work will be reimbursed at the approved labor hour rate less an amount for profit, as prescribed by paragraph (f) of the clause entitled Inspection—Time-and-Material and Labor-Hour (May 2001)(FAR 52.246-6), which is included in this contract.

Disputes between the Contractor and the COR / Agency Representative regarding surveillance results should be referred to the Contracting Officer.

Failure of the contractor to take appropriate and timely corrective action will result in the government's issuance of cure or show-cause notices or pursue other remedies set forth in the provisions of the contract or as provided by law.

When unsatisfactory work is not corrected or unacceptable work is not re-performed to the Government's satisfaction, in addition to other available remedies, the Government may negotiate a reduction in the contract or task order price to reflect the reduced value received.

Additionally, the government reserves the right to include any incidents of unsatisfactory, unacceptable, deficient, or non-compliant performance, especially if uncorrected, in the contractor's past performance record.

Revisions to this QASP

This QASP and its accompanying Surveillance Objectives, Measures, and Expectations, and Contractor Performance Report format shall remain unchanged during the life of this contract or order unless modified to provide clarification or to reflect changes in the PWS/SOW/SOO or other contractual provisions. All modification will be implemented by a contract or order modification signed by the Contracting Officer and the Contractor. Revisions to this QASP are the joint responsibility of the Contracting Officer, COR, and requiring agency representative.

SURVEILLANCE OBJECTIVES, MEASURES, AND EXPECTATIONS

- SERVICES -

PERFORMANCE OBJECTIVE

The Contractor shall perform the services necessary to perform the work set forth in the PWS/SOW/SOO.

PERFORMANCE MEASURES

Contractor performance will be evaluated using the following measures, consistent with CPARS (Contractor Performance Assessment Reporting System) Standard Contractor Performance Report requirements.

1. Quality:

(This is a multi-faceted performance measure that includes work excellence, completeness, effectiveness and document format and clarity)

(Excellence) Using this measure, the Government will assess the degree to which the work performed and items or documents delivered achieve a standard of excellence or adhere to rules established by a recognized authority as a standard of performance. For example, documents will be assessed to determine the degree to which they are technically sound and free of typographical, grammatical, mathematical, and conceptual errors. Using this measure, the Government will also evaluate the degree to which the required document(s) is suitable for assessing the impacts of all reasonable alternatives and how well the recommendations will meet the intended purpose(s).

(Completeness) Using this measure, the Government will assess the degree to which the Contractor identifies, includes, addresses and/or performs all pertinent aspects of the work or all pertinent elements of delivered items, data, or services. Using this measure, the Government will also assess the degree to which the Contractor performs all stipulated or planned activities and captures the results of those activities in the various documents that are to be delivered.

(Effectiveness) Using this measure, the Government will evaluate the degree to which the Contractor's performance (work, products, and data submissions) meets all goals and objectives established in both the PWS (Performance Work Statement), Government Task Directives, and in any required Contractor's project planning documents (e.g., assessments, analysis, project plan, WBS, or execution recommendations).

(Format & Clarity) Using this measure, the Government will assess the design, flow, matrix, and/or layout used by the Contractor to present data (whether presented physically, orally, or electronically). This assessment will focus on the degree of clarity and logical organization with which the data is presented and whether or not the format facilitates easy review and use of the material. Using this measure, the Government will assess the degree to which material presented in documents (narrative, tables, diagrams, footnotes, photographs, etc.) are easy to understand by the intended audience.

2. Schedule/Timeliness:

Using this measure, the Government will assess the degree to which the Contractor meets or exceeds the delivery schedule.

3. Cost Control:

Using this measure, GSA will assess the degree to which the Contractor is able to control costs and accomplish the work at a lower cost than estimated and established in the task order budget without compromising other aspects of performance, e.g., while maintaining quality and timeliness.

[Note: This measure allows for a flexible assessment of costs.]

[Note: This factor will not be evaluated if all work is performed on a fixed price basis.]

4. Business Relationship:

Using this measure, the Government will assess the level of professionalism exhibited by the Contractor staff in interactions with Government and other personnel in connection with work being performed under this order or contract.

5. Management:

Using this measure, the Government will assess the degree to which the Contractor's management is able to competently direct the work, resolve problems, interface with government program managers and technical experts, and balance the resource triangle of quality, schedule, and cost.

5. Utilization of Small Business:

Using this measure, the Government will assess the degree to which the Contractor uses small businesses to perform the work in comparison to proposed small business use.

[Note: This factor will not be evaluated if all work is performed by the prime contractor.]

5. Security:

Using this measure, the Government will assess the degree to which the Contractor complies with all required security measures and specifications. Using this measure the government will also assess security incidents and violations and subsequent corrective actions taken by the Contractor.

PERFORMANCE EXPECTATIONS

Performance will be evaluated against a Performance Criteria Matrix (if provided in the PWS/SOW/SOO or as a separate document) and/or the following Satisfactory Performance Expectations.

Satisfactory Performance Expectations:

The Government will rate the contractor's performance by comparing it against the following expectations for satisfactory performance. Performance ratings will be based on the degree to which the contractor fails to meet, meets, or exceeds these satisfactory performance expectations.

Quality:

The work described and the deliverables listed in the PWS (Performance Work Statement), SOW (Statement of Work), or SOO (Statement of Objectives) shall be performed per applicable regulations, industry standards, and contract/task order requirements.

The content of data deliverables shall address all of the areas and topics prescribed by the PWS/SOW/SOO. The information in the document(s) shall focus on the solution to the Government's need. Material in the documents should be appropriate and pertinent for the scope of the subject being addressed. Documents shall be submitted in the format described in the PWS/SOW/SOO.

If required by the PWS/SOW/SOO, planning documents shall reflect an adequate understanding of the subject matter and of planned and potential activities for this project. Planning documents shall address alternatives and present sound and workable conceptual and technical conclusions and recommendations that are supported by the data acquired during the investigation portion of this project.

Reports shall capture and clearly convey the information they are intended to address per the requirements of the PWS, e.g., project status and milestone updates, problems and solutions, financial and travel information, etc.

The document format should be well organized and clear, making the information easy to find and use. However, draft formats may need minor revision and some information may not be immediately identifiable. These problems should only require minimal effort to correct prior to final submission. Ideas will be logically presented. Documents should contain few, if any, technical errors or inconsistencies between the information presented and that contained in the source documents or raw data. Document(s) will be grammatically and mathematically correct, although drafts may contain errors that require minor editing changes or corrections prior to final submission. Document content shall be consistent with common practice and industry or other established standards or protocols.

Schedule/Timeliness:

The Contractor shall perform work and submit the required documents by the time stated in the delivery schedule of the task order.

Cost:

Final costs of performance shall be within the agreed upon and approved budget.

Professionalism:

All interactions between Contractor personnel and Government personnel shall be professional and appropriate.

Management:

Management will be responsible, responsive, and pro-active in directing the work, resolving problems, interfacing with government program managers and technical experts, and balancing the resource.

Small Business Utilization:

The Contractor shall use small business to the degree originally proposed.

Security:

The Contractor shall comply with all required security measures and specifications and there shall be no security incidents and violations.

PERFORMANCE EVALUATION

The COR, or other Government representative responsible for evaluating Contractor performance, shall complete a contractor performance evaluation at least on an annual basis using the CPARS (Contractor Performance Assessment Reporting System) evaluation form. The report shall address each of the applicable performance measures as they specifically apply to the work described and deliverables furnished in conjunction with this contract/task order. Performance ratings will be based on the degree to which the contractor fails to meet, meets, or exceeds the above stated satisfactory performance expectations. Evaluation results will be provided to the contractor in their annual CPARS evaluation.

Company Name

ORGANIZATIONAL CONFLICT OF INTEREST

For The

**CIO Modernization and Enterprise Transformation (COMET)
Architecture, Engineering, and Advisory Support**

**Contract Number: TBD
Solicitation Number: ID16190003**

Initial Certification

I certify that at the time of submitting a quote or proposal in response to the solicitation referenced above, to the best of my knowledge and belief, all actual or potential organizational conflicts of interest, if any, pertaining to this acquisition have been reported to the GSA Contracting Officer. I further certify that to the best of my knowledge and belief, all future actual or potential organizational conflicts of interest will be reported to GSA. In addition, upon contract/task order award, all company, and subcontractor (if any), employees who perform work under this contract/task order will be informed of their obligation to report personal and organizational conflicts of interest to the appropriate company representative.

(signature)

Date

Name (typed or printed)
Company Representative

Title

COI CLAUSES - GSA

ORGANIZATIONAL CONFLICTS OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information to the Contracting Officer. This applies to work performed under this COMET Architecture, Engineering, and Advisory Support services task order.

(b) The Contractor further warrants that it has no current contracts with the GSA Chief Information Officer: Office of Acquisition IT Services that it might be asked on to evaluate under this requirement. If the Contractor has such contracts, it will notify the Contracting Officer and provide a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize any actual or potential conflict of interest.

(c) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(d) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(e) Remedies - The GSA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for cause, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the GSA Contracting Officer's Representative (COR) and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each GSA Contracting Officer's Representative (COR) and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

LIMITATION OF FUTURE CONTRACTING

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) The Contractor and any subcontractors, during the life of this contract, shall be ineligible to submit a proposal for the GSA Chief Information Officer: Office of Acquisition IT Services for work associated with the COMET project (other than this procurement action) without first providing a description of actions which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize any actual or potential conflict of interest with regard to performance of this contract to the Contracting Officer and receiving approval to proceed.

(c) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government

to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (h), unless otherwise authorized by the Contracting Officer.

(f) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

ANNUAL CONFLICT OF INTEREST CERTIFICATION

(a) The Contractor shall submit an annual conflict of interest certification to the Contracting Officer. In this certification, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to GSA. In addition, in this annual certification, the Contractor shall certify that it has informed its personnel who perform work under this contract of their obligation to report personal and organizational conflicts of interest to the Contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the Contracting Officer.

(b) The initial certification shall be submitted with the Contractor's proposal and shall cover the one-year period from the date of contract award. All subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the contract. The certifications must be received by the Contracting Officer prior to the commencement of each annual or option contract period.

SAMPLE

ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION

As of this date, _____, 201____, _____ (*the Contractor*) hereby certifies that to the best of its knowledge and belief all actual or potential organizational conflicts of interest, as they relate to Contract/Task Order #_____, have been reported to GSA. In addition, all personnel who perform work under this contract/task order have been informed of their obligation to report personal and organizational conflicts of interest to the designated company representative.

(signature of senior company executive)

Date

Title

Company Name

ORGANIZATIONAL CONFLICT OF INTEREST

For The

**CIO Modernization and Enterprise Transformation (COMET)
Architecture, Engineering, and Advisory Support**

**Contract Number: TBD
Solicitation Number: ID16190003**

Annual Certification

I certify that to the best of my knowledge and belief, all actual or potential organizational conflicts of interest, if any, pertaining to this contract/task order have been reported to the GSA Contracting Officer. I further certify that to the best of my knowledge and belief, all future actual or potential organizational conflicts of interest will be reported to GSA. In addition, all company employees and subcontractor employees (if any), who perform work under this contract/task order, will be informed of their obligation to report personal and organizational conflicts of interest to the appropriate company representative, who in turn will report to the GSA.

This certification covers the one-year period of performance from **June 1, 2019** to **May 31, 2020**, designated as **the Base Year**.

(signature)

Date

Name (typed or printed)
Company Representative

Title

CONTRACTOR EMPLOYEE NON-DISCLOSURE AGREEMENT

I understand that in the performance of my official duties under contract number _____ (Solicitation No. _____), task/delivery order number ID16190003 between the U.S. General Services Administration and my employer, _____, I may have access to sensitive government or third party contractor information or proprietary business information. I, as a Government contractor, certify that I will not disclose, publish, divulge, release, or make known, in any manner or to any extent, to any individual other than an appropriate or authorized Government employee, with a specific need to know, the content of any sensitive information to which I have access or which is presented to me by the Contracting Officer or other Government Official during the course of my employment, or any time thereafter.

I understand that for the purpose of this agreement, procurement sensitive information and proprietary business information include procurement data, contract information, plans, strategies, trade secrets, financial and cost and price data, technical proposals and any other information that the government or a third party contractor may deem sensitive.

I agree that the described information is "inside information" and shall not be used for private gain by myself or another person, particularly one with whom I have family, business, or financial ties. For the purposes of this agreement, "inside information" means information obtained under Government authority which has not become part of the body of public information. I specifically will not disclose any such information to employees of my company or any other contractor employees who have not signed this agreement. I will take all reasonable precautions to prevent the unauthorized disclosure and use of such information. I agree that I shall not release, publish, or disclose such information to unauthorized personnel, and I shall protect such information in accordance with relevant laws and regulations available for research and review at any Law Library. Among these laws may be various provisions of:

- a) 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records; 2 pgs. long)
- b) 18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information; 2 pgs. long)
- c) Public Law 96-511 (Paperwork Reduction Act; Encyclopedic in length)

I hereby certify that I have read the non-disclosure agreement described above and I am familiar with the directives and policies governing the disclosure of procurement sensitive information. I will fully and completely observe these directives and will not disclose such information to any unauthorized person during or after performance of my duties under the contract and task/delivery order referenced above. I affirm that I have received a written and/or verbal briefing by my company concerning my responsibilities under this agreement. I understand that violation of this agreement may subject me to criminal and civil penalties.

Employee Signature Date

Employee's typed/printed name

Witness Signature Date

Witness's typed/printed name